



RESOLUTION

**APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF NASHUA AND U.A.W. LOCAL 2232, PROFESSIONAL
UNIT FROM JULY 1, 2014 THROUGH JUNE 30, 2017 AND AUTHORIZING RELATED
TRANSFERS**

CITY OF NASHUA

In the Year Two Thousand and Fourteen

RESOLVED by the Board of Aldermen of the City of Nashua that the cost items of the attached collective bargaining agreement between the City of Nashua and U.A.W. Local 2232, Professional Unit are approved. The collective bargaining agreement covers the period from July 1, 2014 through June 30, 2017.

In addition, this resolution authorizes the transfer of \$36,572 from Department 194, Contingency, Account #70150 "Contingency for Negotiations" into various departments, Account #51900 "Payroll Adjustments" to fund FY2015 salary adjustments contained in the agreement.

LEGISLATIVE YEAR 2014

RESOLUTION: R-14-072

PURPOSE: Approving the cost items of a collective bargaining agreement between the City of Nashua and U.A.W. Local 2232, Professional Unit from July 1, 2014 through June 30, 2017 and authorizing related transfers

ENDORSER(S): Mayor Donnalee Lozeau

**COMMITTEE
ASSIGNMENT:**

FISCAL NOTE: The cost analysis is attached.

ANALYSIS

This resolution approves the cost items of a collective bargaining agreement between the City of Nashua and U.A.W. Local 2232, Professional Unit. The Agreement has a term of 3 years, commencing on July 1, 2014 and expiring June 30, 2017. The board of aldermen must vote whether or not to approve the cost items of this contract within thirty (30) days of receipt. RSA 273-A:3 II (c). The resolution also authorizes the transfer of funds from "Contingency for Negotiations" into various departments, Account #51900 "Payroll Adjustments" to fund FY2015 salary adjustments contained in the agreement.

Charter Sec. 53 permits the Board of Aldermen to transfer any unencumbered appropriation balance or any portion thereof from one department, fund or agency to another. NRO § 5-130, H provides that "when proposed legislation to transfer or reappropriate a particular appropriation or portion thereof has had its first reading, such funds shall not be expended or transferred while the legislation is pending".

This CBA was approved by the Board of Public Works at their meeting on August 28, 2014, and is expected to be voted on by the Board of Fire Commissioners at their meeting on September 8, 2014.

**Approved as to account
number and/or structure,
and amount:**

Financial Services Division

By:




Approved as to form:

Office of Corporation Counsel

By:



Date:



City of Nashua
UAW Professional Contract Analysis

<u>Line No.</u>	<u>Description</u>	<u>Base FY14</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>
1	Number of Employees in Analysis	41	41	41	41
2	Rate Increase*		2.85%	2.10%	2.63%
3					
4	Base Pay Calculations				
5	General Fund DPW	\$ 218,548	\$ 224,776	\$ 229,497	\$ 235,538
6	Solid Waste Fund DPW	55,262	56,837	58,031	59,558
7	Wastewater Fund DPW	232,375	238,998	244,017	250,440
8	General Fund Fire	54,203	55,748	56,918	58,417
9	General Fund City Hall	1,619,581	1,665,739	1,700,720	1,745,491
10	Total Base Pay	\$ 2,179,969	\$ 2,242,098	\$ 2,289,182	\$ 2,349,445
11	\$ Increase		\$ 62,129	\$ 47,084	\$ 60,263
12	Real % Annual Increase		2.85%	2.10%	2.63%
13					
14	Other Salary Costs:				
15	General Fund DPW:				
16	Clothing	\$ 4,268	\$ 4,268	\$ 4,268	\$ 4,268
17	Differential and Snow Pager Coverage	852	876	895	918
18	Total General Fund DPW	\$ 5,120	\$ 5,144	\$ 5,163	\$ 5,186
19					
20	Solid Waste DPW:				
21	Clothing	\$ 2,691	\$ 2,691	\$ 2,691	\$ 2,691
22	Differential and Snow Pager Coverage	313	322	329	337
23	Total Solid Waste DPW	\$ 3,004	\$ 3,013	\$ 3,020	\$ 3,028
24					
25	Wastewater DPW:				
26	Overtime (includes Snow Pager Coverage)	\$ 4,794	\$ 4,931	\$ 5,035	\$ 5,167
27	Clothing	4,976	4,976	4,976	4,976
28	Differential and Snow Pager Coverage	845	869	887	911
29	Total Wastewater DPW	\$ 10,615	\$ 10,776	\$ 10,898	\$ 11,054
30					
31	General Fund City Hall:				
32	Overtime	\$ 2,424	\$ 2,493	\$ 2,545	\$ 2,612
33	Total General Fund DPW	\$ 2,424	\$ 2,493	\$ 2,545	\$ 2,612
34					
35	Educational Benefits	\$ 3,300	\$ 3,300	\$ 3,300	\$ 3,300
36	Total Educational Benefits	\$ 3,300	\$ 3,300	\$ 3,300	\$ 3,300
37					
38	Total Other Salary Costs	\$ 24,463	\$ 24,726	\$ 24,925	\$ 25,180
39	\$ Increase		263	199	255
40	% Annual Increase		1.08%	0.81%	1.02%
41					
42	Total Base Salary and Other Salary Costs	\$ 2,204,432	\$ 2,266,824	\$ 2,314,108	\$ 2,374,625
43	\$ Change over Prior Year		\$ 62,392	\$ 47,283	\$ 60,518
44	% Change over Prior Year		2.83%	2.09%	2.62%
45					

City of Nashua
UAW Professional Contract Analysis

<u>Line No.</u>	<u>Description</u>	<u>Base FY14</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>
46	Retirement Costs:				
47	General Fund DPW:				
48	Pension @ DPW Rate of 9.15 % of Base Pay	\$ 19,997	\$ 20,567	\$ 20,999	\$ 21,552
49	Medicare	3,181	3,272	3,341	3,429
50	Total General Fund DPW	<u>\$ 23,178</u>	<u>\$ 23,839</u>	<u>\$ 24,340</u>	<u>\$ 24,980</u>
51					
52	Solid Waste DPW:				
53	Pension @ DPW Rate of 9.15 % of Base Pay	\$ 5,056	\$ 5,201	\$ 5,310	\$ 5,450
54	Medicare	806	829	846	868
55	Total Solid Waste DPW	<u>\$ 5,862</u>	<u>\$ 6,029</u>	<u>\$ 6,156</u>	<u>\$ 6,318</u>
56					
57	Wastewater DPW:				
58	Pension @ DPW Rate of 9.15 % of Base Pay	\$ 21,262	\$ 21,868	\$ 22,328	\$ 22,915
59	Medicare	3,439	3,537	3,611	3,706
60	Total Wastewater DPW	<u>\$ 24,701</u>	<u>\$ 25,405</u>	<u>\$ 25,939</u>	<u>\$ 26,622</u>
61					
62	General Fund Fire:				
63	Pension (NHRS Group I FY14,15 - 10.77% FY16,17 -est. 13.46%)	\$ 5,838	\$ 6,004	\$ 7,663	\$ 7,864
64	Medicare	786	808	825	847
65	Total General Fund Fire:	<u>\$ 6,624</u>	<u>\$ 6,812</u>	<u>\$ 8,488</u>	<u>\$ 8,711</u>
66					
67	General Fund City Hall:				
68	Pension (NHRS Group I FY14,15 - 10.77% FY16,17 -est. 13.46%)	\$ 174,690	\$ 179,669	\$ 229,302	\$ 235,338
69	FICA and Medicare	124,083	127,620	130,300	133,730
70	Total General Fund City Hall:	<u>\$ 298,773</u>	<u>\$ 307,288</u>	<u>\$ 359,602</u>	<u>\$ 369,068</u>
71					
72	Total Retirement Costs	<u>\$ 359,139</u>	<u>\$ 369,374</u>	<u>\$ 424,524</u>	<u>\$ 435,700</u>
73	\$ Change over Prior Year		\$ 10,235	\$ 55,150	\$ 11,176
74	% Change over Prior Year		2.9%	14.9%	2.6%
75					
76	Insurance Benefits Costs:				
77	Medical Insurance Costs (Assumes 3% Increase in FY15; 5% in FY16 & FY17)	\$ 545,509	\$ 561,874	\$ 589,968	\$ 619,466
78	Less: Employee Contributions	(109,102)	(112,375)	(117,594)	(123,893)
79	Subtotal - Medical Costs to City	\$ 436,407	\$ 449,499	\$ 471,974	\$ 495,573
80	Dental Insurance Costs (Assumes 3% Increase in FY15, FY16, FY17)	32,478	33,452	34,456	35,490
81	Life Insurance Costs (Increase based on Rate Increase)	7,595	7,812	7,976	8,186
82	Total Insurance Benefits Costs	<u>\$ 476,481</u>	<u>\$ 490,764</u>	<u>\$ 514,406</u>	<u>\$ 539,249</u>
83	\$ Change over Prior Year		\$ 14,283	\$ 23,643	\$ 24,842
84	% Change over Prior Year		3.0%	4.8%	4.8%
85					
86	Total Costs	<u>\$ 3,040,052</u>	<u>\$ 3,126,962</u>	<u>\$ 3,253,038</u>	<u>\$ 3,349,574</u>
87	\$ Change over Prior Year		\$ 86,911	\$ 126,076	\$ 96,536
88	% Change over Prior Year		2.9%	4.0%	3.0%
89					
90					
91	Average Annual Total Compensation Package	\$ 74,148	\$ 76,287	\$ 79,342	\$ 81,697
92	Average Annual Increase per Employee		\$ 2,120	\$ 3,075	\$ 2,355
93	Average Percentage Increase per Employee		2.9%	4.0%	3.0%

*Grid avg. per year 2.1%; FY15 COLA .75%, FY17 COLA 10/12 of .75%

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF NASHUA, NH

AND

U.A.W. LOCAL 2232

PROFESSIONAL UNIT

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Article 1
Agreement

AGREEMENT, made and entered into as of the _____ day of _____, 2014, by and between The City of Nashua, New Hampshire (hereinafter called the "City") and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Local # 2232, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), Professional Unit, (hereinafter called the "Union").

Article 2
Recognition

The City hereby recognizes the Union as the sole and exclusive representative of the professional employees as certified by the PELRB of New Hampshire as per Appendix A.

The City agrees that it will not discriminate against, intimidate, or coerce any employee in the exercise of their rights to bargain collectively through the Union on account of membership in or activities on behalf of the Union. The City agrees that it will deal with the Union for the purposes of bargaining with respect to wages, hours of duty and working conditions of members of the Bargaining Unit.

Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the City harmless in any such dispute.

Article 3
Discrimination

It is agreed that the City will not discriminate on the basis of sex, race, color, national origin, religion, lawful political or employee's organization affiliation, age, marital status, sexual preference, or non-disqualifying disability, or on any basis prohibited by law.

Article 4
Union Dues

An employee, who is a member of the Union, may execute a written authorization providing that a portion of their salary representing monthly dues be withheld weekly and forwarded to the Union. Upon receiving a properly executed Authorization and Assignment Form from an employee, the Local 2232 shall notify the Human Resources/Payroll Department to deduct from salary due, the amount authorized, and a copy of said form acceptable to Human Resources Department shall be furnished thereto in advance of said deduction. A copy of said form is attached as Appendix B.

Each month, a check for the amount of all dues deducted, along with a current list of members from whose salary dues deductions have been made, shall be transmitted to the Treasurer of the Union.

An employee who executes such authorization form shall continue to have such deductions made from their salary during the term the Agreement or until the Human Resource/Payroll Department, with a copy to the Union, are notified that the Authorization and Assessment Form is being revoked, and the employee thus redraws the authority for the deduction of dues. Dues deductions shall be made without cost to the employee or the Union.

Dues deductions shall be subordinate to deductions required by law and other deductions. No deductions shall be made if an employee has insufficient salary in any pay period. The City of Nashua shall not be responsible for deducting any arrearage in dues owed to the Union by a member, or any special or other assessment by the Union, with the exception of the deduction of initiations fees if expressly authorized on the form noted above.

Deductions shall automatically terminate upon the occurrence of any of the following events:

1. Termination of employment;
2. Transfer out of the bargaining unit;
3. Lay-off;
4. Revocation by the employee of Dues Authorization.

The Unit shall indemnify and save harmless The City of Nashua in and on account of any and all claims, suits and damages arising out of, or in relation to, such dues deductions.

Article 4A Agency Fee

An employee who elects not to pay Union Dues shall pay an agency fee for services rendered by the Union commensurate with the employee's fair share apportionment for the cost of collective bargaining, contract administration, and grievance adjustment. The City agrees to collect agency fees in the same method and manner as the collection of Union dues.

Union Fees – Grievances

Some employees' positions are subject to the terms and conditions of this agreement by virtue of inclusion in this bargaining unit although the employees have chosen not to join the union or pay agency fees. In the event that such an employee wishes to file and/or appeal a grievance under the terms of this agreement, the Union will represent such employee upon request in exchange for the following fee:

Grievance Procedure Through Step:	Fee:
1	\$ 50.00

2	\$ 150.00
3	\$ 300.00
4	\$ 400.00 (where applicable)
5	\$2,000.00 (plus arbitrator and filing fees, lost time of witnesses, travel expenses, and other costs, etc.)

All fees are to be paid up front for the above named services.

Article 5 Employee Rights

It is agreed that neither the City nor its Departments will:

- A. Dominate or interfere in the formation and administration of the Union;
- B. Discriminate in the hire, tenure, or the terms and conditions of employment of employees or potential employees, for the purpose of encouraging or discouraging membership in the Union;
- C. Discharge, suspend, discipline, or otherwise discriminate against any employee because the employee has filed a complaint, affidavit, or petition, or given information or testimony on a grievance, as set forth in RSA 273-A;
- D. Restrain, coerce, or otherwise interfere with the Union in the exercise of rights granted by statute.

It is the intention of all the parties that this article provides that the Union shall enjoy all the rights secured by RSA 273-A.

Article 6 Management Rights

Except as otherwise provided for in this agreement, the City of Nashua, its respective Boards or Commissions and officers, shall have, whether exercised or not, all the rights, powers, and authority vested in it by virtue of the Statutes of the State of New Hampshire and the Nashua City Charter and Ordinances, now or hereinafter enacted including, but not limited to, the rights to:

- A. Control the management and administration of the City of Nashua;
- B. Hire, promote from within, transfer, assign, retain, layoff, and direct employees within the City of Nashua;

- C. Suspend, demote, discharge and take other disciplinary actions against employees for just cause;
- D. Issue, modify, and enforce Rules and Regulations which do not expressly violate the terms of this Agreement.
- E. Determine the methods, means, and personnel by which the City of Nashua's operation is to be conducted, as well as to determine those operations and to assign duties, hours, and responsibilities to its employees accordingly;
- F. Exercise control and discretion over the City of Nashua, its organization, and the technology or lack thereof of performing its work;
- G. Determine the standards of selection for employment and the standards of service to be offered by the City of Nashua;
- H. Assign Union employees to work in any job classification as needed, in the judgment of the appropriate supervisor or manager.
- I. Exercise managerial policy, as set forth in RSA 273-A;
- J. Schedule the hours and days of work whether for emergency purposes or not.

The foregoing Management rights are set out for purposes of illustration and not limitation; the City of Nashua retains all such rights, powers, and authority, whether exercised or not, conferred upon it by law.

Article 7 **Strikes and Work Stoppages**

The Union shall not instigate, sponsor, or encourage any activity or action in contravention of the provisions or intent of the Agreement.

No employee shall, alone or in concert, engage in, initiate, sponsor, support or direct a strike, work stoppage, or refuse in the course of employment to perform assigned duties; or withhold, curtail or restrict services or otherwise interfere with the operations of the City of Nashua or encourage others to do so; or engage, or participate in any other form of job action.

Article 8 **Work Week and Work Schedule**

- A. The work week shall consist of seven (7) consecutive twenty-four (24) hour periods and shall stay consistent with current practice.

- B. The normal work schedule shall consist of five (5) consecutive eight (8) hour work days.
- C. Employees engaged in continuous operations such as BPW, and other jobs where employees are ordered on call at any hour of the day, shall have regular working hours and regular work weeks to suit specific jobs in these continuous operations as practiced as of the date of execution.
- D. The City may establish working hours for jobs having other than normal requirements.
- E. Any change in the regular work schedule hours shall be the subject of discussions between the Union and the City before being implemented. This subsection shall not be construed to reduce or impair managements authority pursuant to the article entitled "Management Rights" supra.

Article 9 Overtime

Overtime may be required of all employees. Compensation therefore shall be paid as required by the Fair Labor Standard Act and other pertinent law. Nonexempt employees called in from home to work shall receive a minimum of three (3) hours pay therefore at the applicable rate. Employees who are "on call" or subject to the provisions of a written procedure established by management requiring periodic work outside their regularly scheduled hours shall be paid any additional pay provided for in such procedures. Inspectors in the Community Development Division shall receive a minimum of three (3) hours pay at the applicable rate for scheduled work on Saturday or Sunday or between the hours of 9:00 p.m. and 5 a.m.

For any employee in the Public Works Division, time and one half the employee's regular hourly pay shall be paid for work assigned and performed in excess of eight (8) hours in a work day, or in excess of forty (40) hours in a work week. Paid Earned Time, paid holidays, military active duty for training, jury duty, bereavement leave, or other excusable reasons of similar urgency, shall be considered as time worked for the purpose of computing overtime pay.

When Park Department foremen go on permanent night shift assignment, all overtime for these employees in the Park Department will be based on the premium rate of pay (base pay plus shift differential) for all overtime work performed.

Overtime shall be allocated within a department on a rotating basis starting with the most senior qualified employee. The next round of overtime shall begin with the next senior employee not previously contacted for overtime. Once the list is at the bottom (least senior employee) the list will start again with the most senior. All qualified bargaining unit members in the division shall be offered overtime before members of other units.

Notwithstanding the foregoing, overtime in emergency situations shall be assigned as determined by management in order to best address the emergency. In this event, employees required to work overtime for the emergency will be skipped over the next time they would be eligible for non-emergency overtime.

For the purposes of this section, seniority shall be calculated on the same basis as Job Posting/Lay-offs and Recall.

The City and the Union will jointly maintain an updated overtime rotation list. The Union will provide the City with any changes in contact information. These changes will be made to the list as soon as they are received from the Union. Any errors in allocating overtime will be corrected immediately by placing the missed individual at the top of the overtime list and giving him or her the next overtime opportunity. This subsequent opportunity will be offered for the same number of hours as the missed opportunity. The employee's original position on the overtime list will not change with this action. Corrections of errors in allocating overtime shall be handled in this manner not more than once per individual employee per fiscal year.

Employees who agree to be "on call" shall be compensated one (1) hour of overtime rate (time and a half) per day. The employee will be issued a pager or cell phone and respond to it if paged or called.

Overtime opportunities for street foremen shall be as follows:

- List A: Street Foremen
- List B: Other Street Department Foremen
- List C: Other qualified UAW employees in the Street Department
- List D: Park Department Foremen
- List E: All other qualified UAW employees

Snow overtime opportunities for street foremen shall be as follows:

- List A: Street Foremen
- List B: Other Street Department Foremen
- List C: Other Snow Route Foremen, not in the Street Department
- List D: Other qualified UAW employees in the Street Department
- List E: Park Department Foremen
- List F: All other qualified UAW employees

In the event that no one volunteers for duties relative to snow operations, any new UAW employee hired or promoted on or after June 2, 2003 is required to be available for snow-related overtime and will be assigned by reverse seniority on a rotating basis.

Anyone who is on Earned Time Leave or who is under medical restrictions or who has reasonable justification for not being available shall not be required to accept overtime assignments.

The City shall provide the Union with the qualifications necessary to assume, on a temporary basis, the duties of a snow route foreman, and once an employee has been determined to have these qualifications, the employee shall be included in List F.

The City shall provide any necessary training to allow employees to become qualified for these snow operations.

Article 10
Seniority

Seniority shall be defined as the continuous length of service with the City of Nashua. For the purpose of Lay-offs, Recall and Job Postings seniority shall be in accordance with the following:

Three points [3] shall be awarded for each completed year an employee works in a specific department.

Two points [2] shall be awarded for each completed year an employee works in a specific division, and out of the department.

One point [1] shall be awarded for each completed year an employee works for the City and out of the division, and out of the department.

Seniority shall be based on the total number of points an employee has accumulated.

For an example an employee with eleven years with the City in continuous service, and as follows:

department	division	city
5	3	3

would have 24 points $[5 \times 3 + 3 \times 2 + 3 \times 1]$.

The City shall furnish the Union Chairperson with an up-to-date Seniority List on a monthly basis. The City will also furnish the names of all new hires, promotions, layoffs and terminations on a weekly basis.

Seniority shall be broken for the following reasons:

- a) If the employee quits or retires.
- b) If the employee is discharged for just cause.
- c) If the employee is laid off for a period of time greater than two (2) years.

Until an employee has served the probationary period, the employee has no seniority status and may be discharged or laid off without cause. Upon successful completion of the probationary period, seniority will accrue retroactively to the date of hire.

The employee shall accumulate seniority while on an authorized leave of absence.

Article 11
Grievance Procedure

In the event that differences arise with respect to any provision of this Agreement, an earnest effort shall be made to settle such differences promptly in the following order and manner:

- Step I** An employee shall present an oral grievance with or without the assistance of the Union to the employee's immediate supervisor. The supervisor shall respond to the grievance within five (5) working days. If the grievance is not settled at this step, the grievance may proceed to the next step. The employee will be paid at the employee's regular rate of pay for time spent presenting the oral grievance, if during work hours. Any resolution of the grievance shall not be inconsistent with the terms of this agreement. The Union shall be notified of the resolution of the grievance.
- Step II** The grievance shall be set forth in writing on the form as provided in Appendix C.
- The grievance must be signed by the aggrieved employee and Union Representative, and presented to the employee's Department Head within five (5) working days after receipt of the supervisor's decision in step I.
- The Department Head will be given five (5) working days after the receipt of the grievance to have a meeting with the aggrieved party and communicate a decision in writing to the Union. If the grievance is not settled to the satisfaction of the employee and the Union, or if no reply is communicated after the five (5) working days, the grievance may proceed to Step III.
- The city and the union may agree to proceed directly from Step I to Step III in an effort to expedite the grievance process.
- Step III** The Union will inform the Division Director and Human Resources Manager of the grievance, in writing and within five (5) working days of the Department Head's decision or lack thereof. The Union shall provide the Division Director and Human Resources Manager with copies of all prior communications. The Division Director and/or the Human Resources Manager will be given ten (10) working days to jointly meet with the union representative and aggrieved employee and communicate a written decision to the Union.
- If the grievance is not settled to the satisfaction of the employee and the Union, or if no reply has been communicated after the ten (10) working days, the grievance may proceed to Step IV for positions governed by an established Board of Commissioners (Fire, BPW, etc.) and to Step V for all others.
- Step IV** The Union will inform the Board of Commissioners of the grievance, in writing and within five (5) working days of the Division Director's decision or lack thereof. The Union shall provide the Board with copies of all prior communications. The Board of Commissioners will be given twenty (20) working days to meet with the

union representative, with or without the aggrieved party, and communicate a written decision to the Union. If the grievance is not settled to the satisfaction of the employee and the Union, or if no reply has been communicated after the twenty (20) working days, the grievance may proceed to Step V.

Step V Within twenty (20) working days of the Division Director's and/or Human Resources Manager's, or applicable Board of Commissioners decision, or expiration of the decision period, the Union will have the option of submitting the grievance to arbitration. The Union shall inform the Human Resources Manager in writing of its decision to arbitrate.

The choice of Arbitrator shall be by agreement of the two parties. However, if no such agreement has been reached within ten (10) working days notice of intent to arbitrate, the grievance may be referred to the Public Employee Labor Relations Board for the selection of the arbitrator in accordance with the procedures then obtaining. All decisions of the arbitrator shall be binding. The arbitrator shall have no authority to award a monetary remedy hereunder other than for lost compensation which would have been otherwise received pursuant to the terms of this agreement.

The operation of this grievance and arbitration agreement shall be subject to the provisions of Chapter 542 of the New Hampshire Revised Statutes Annotated.

Time Limitations

The city and the union may waive steps or extend the time for any action stated above by mutual consent in writing, but all the steps of this procedure shall be handled as expeditiously as possible with a view to promoting and maintaining harmony. Request of either party for extensions of time shall not be unreasonably denied.

Failure at any step of this procedure by the City to communicate a decision in writing on a grievance within the time specified shall permit an appeal of the grievance to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at the step.

No grievance will be considered unless it is presented in Step I within 15 days of the date that the employee and/or union became aware that a contract violation may have occurred.

Right to Withdraw

The aggrieved party has the right to withdraw the grievance at any time during the proceedings.

Union Representation

The City will allow the grievated party reasonable time to meet with Union representatives for the purpose of discussing and presenting the grievance. Whenever possible, the Union representative will notify their immediate supervisor when they are meeting with the grievated party.

Fees

The fees and expenses charged by the arbitrator shall be shared equally by the City and the Union.

Mediation

Grievance Mediation may take place, at no cost to either party, in the grievance procedure at any time if agreed by both parties. Either party may submit a request to the other requesting Grievance Mediation. The parties may use any mediator or service, including the Federal Mediation and Conciliation Service or may agree to mediate without a third party.

Article 12**Job Posting/Lay-Offs/Recall**

Each position shall be defined by a Job Description. All Job Descriptions shall be reviewed and evaluated and assigned a grade. The Union shall have input in the Job Description process and shall be notified when any Job Description is being created, under review, being reevaluated or has been requested to be reevaluated.

Effective upon the ratification of this agreement, the City and the Union agree to meet and discuss the criteria for use in determining upgrades for positions and the procedures by which employees may request to have their Job Descriptions reviewed for possible upgrade.

Eligibility: All vacancies in positions within the bargaining unit will be subject to the posting procedures specified in this Article. When filling vacancies for positions covered by this Agreement, current regular full-time and part-time UAW bargaining unit employees who have completed their probationary period are eligible to apply for a vacant position.

General Posting Policy:

Internal Postings - A notice of position vacancy shall be communicated to all UAW bargaining unit employees. The notice of position vacancy will be distributed to every department and posted on the City's bulletin boards for five (5) working days to allow qualified eligible employees to apply. The notices will include information on job title, grade, salary/hourly rate, department, Union Affiliation, brief description of the job content, and position qualifications. If after the posting of the notice, no qualified employee has applied, the notice of vacancy shall be posted externally in accordance with the Human Resource Department requirements.

Within 60 days of a permanent opening, the City shall either post the position and fill it as stated above or eliminate the position with such notice to the Union. The City can request an extension of time to fill an opening, which will not be unreasonably denied by the Union.

The settlement agreement concerning job postings Dated July 25, 2005 is incorporated into this agreement as follows:

1. The UAW agrees that internal job postings of supervisory or administrative positions in UAW-represented bargaining units will be first communicated to all UAW and AFSCME bargaining unit employees. The job postings will be distributed to every department and posted

on the City's bulletin boards for five working days to allow qualified eligible employees to apply. If after the posting of the notice, no qualified employee has applied, the job posting shall be posted externally in accordance with Human Resource Department requirements.

It is understood that under AFSCME's collective bargaining agreement with regard to promotions to supervisory or administrative positions, the language in its 2002-2006 agreement and any successor agreement shall continue to limit AFSCME to grieving only issues of City notice and consideration for the posting and not the City's employee selection.

It is further understood that under UAW's collective bargaining agreement with regard to Article 12, Job Posting / Lay-Offs / Recall, the language in any successor agreement shall incorporate the understanding set forth in this paragraph and no further negotiation shall be required of the UAW by the City on internal postings.

2, [Omitted intentionally.]

3. The City agrees that with regard to vacant or newly created merit positions, a notice of position vacancy shall be communicated to all merit and UAW bargaining unit employees before notice is communicated to other City or external candidates. Such first notice shall be distributed to every department and posted on the City's bulletin boards for five working days to allow qualified eligible UAW bargaining unit employees to apply. If after the posting of the notice no qualified UAW bargaining unit member has applied, the notice of vacancy shall be posted externally in accordance with the Human Resource Department requirements.

Selection of qualified candidate:

The hiring manager shall make the final decision when filling the position; however, the guidelines for filling any open position prior to commencing work are based upon the employee's ability, qualifications, experience, background check, and/or a driving record check and the ability to successfully pass a physical examination, if required for the vacant position. The best qualified candidate shall be selected. Where qualifications between applicants are relatively equal, seniority as calculated in Article 10 will be used to award the position.

The notice for vacant positions shall not be posted, externally, until all internal applications have been reviewed and/or interviewed.

Each new employee shall receive a copy of the current Collective Bargaining Agreement covering the position (via electronic copy if appropriate) and be permitted reasonable time to meet with a Union representative. The city shall notify the union on or before the hiring date of any new UAW employee so that the union may send a representative to meet with the employee at the time of hire.

The City shall notify the Union (via email if appropriate) of each new employee as they are hired, including the employee's name, address, position title, department, and work location within five (5) business days of their employment with the City.

Promotional Opportunities:

A promotional employee shall have a performance evaluation completed at least once during the probationary period. Should the promotional employee's performance be unsatisfactory, or should the promotional employee find the job unsatisfactory anytime during the promotional probationary period, the promotional employee shall be entitled to return to the position from which promoted within thirty (30) days of the promotion, unless extended for an additional thirty (30) days by management.

Probationary Period:

The probationary period for all new hires will be at least ninety (90) calendar days and may be extended by management in order to provide the employee additional time to be successful. In no case will the probationary period be more than 180 days. For promotional employees, the probationary period is 30 calendar days, unless extended as above.

Rate of Pay:

Persons appointed to positions for the first time shall be paid an amount within the established range for the position. All promotional probationary employees are eligible for any and all overtime opportunities.

Lay-Off Provision:

Management reserves the right to lay-off employees as deemed necessary to conduct its operations. In the event of layoff management will give 30 days written notice to affected employees. When making layoff decisions, such factors as job performance, absenteeism record, and workload of personnel will be considered. If management finds all factors to be reasonably equal for the employees subject to layoff, then reverse seniority shall be utilized in making the layoff decision. In cases where an employee has five (5) or more years of seniority, the employee shall be eligible to bump the least senior employee remaining in a position class series in his/her department for which he/she is qualified, if any. In the event that there is no one available to bump in the department, the employee may exercise the same bumping rights in their division.

Recall Provision:

Laid off employees shall be eligible for recall for a period of two (2) years from the date of layoff. A laid off employee shall be given preference for any position which he/she may be qualified during said period. Recalled employees must be qualified for the position to which recalled. The Human Resource Department shall send notices of other position vacancies to all employees eligible for recall to their last known address.

Article 13**Distribution of this Agreement**

Upon final execution of this Agreement, the City shall print and distribute or distribute via email an initial copy of this Agreement to all unit members in the employ of the City as of the execution date. The Union shall be responsible for distributing a copy of the Agreement to all unit members hired after the date of execution.

Article 14
Holidays

Employees covered under this agreement shall receive straight time wages and not be required to work on the following holidays, except as otherwise provided in this article:

New Years
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas
Presidential Election Day [every four years]
Presidents' Day

In addition to the above days, two (2) holidays shall be determined by the Mayor in January of each year.

Employees working in the Public Works Division shall have the same holidays as those specified in Article 15A of the collective bargaining agreement between the Board of Public Works of the City of Nashua and Local 365 of the American Federation of State, County and Municipal Employees, AFL-CIO, provided that the total number of holidays shall be no less than holidays listed above.

Employees required to work a holiday shall receive one and one half (1.5) their usual straight time rate of pay for hours worked. In addition they shall receive holiday pay unless, prior to submission of the weekly payroll, the employee requests in writing to take the holiday time off on a scheduled work day satisfactory to management, within three (3) months from the date of the holiday.

When a holiday occurs during scheduled time off, the holiday shall be paid at straight time and the employee will not be charged with earned time for that day.

If a holiday falls on a Saturday and is observed on a Friday, said Friday shall be a paid holiday. If a holiday falls on a Sunday, and is observed on a Monday, said Monday shall be a paid holiday.

Article 15
Unpaid Leaves

A leave of absence is an unpaid, excused absence approved in advanced by the employees immediate supervisor, department head, division director and the Human Resource Department. Employees on a leave of absence shall receive no pay from the City.

Request for leave of absence shall be documented for approval on a personnel action form. The City shall have no obligation to grant unpaid leave of absences, but will endeavor to do so where reasonable and consistent with its operational needs.

Failure on the part of an employee on a leave of absence to report at its expiration, shall be cause for termination of employment.

An employee on a leave of absence should not accept employment or conduct a business unless the activity was previously approved by the Human Resource Department.

Employees who are absent because of non-occupational illness or disability may be granted unpaid leave of absence after the expiration of all benefits, earned time and sick pool leave to which the employee is entitled.

Employees shall not be entitled to bereavement leave pay or holiday pay while on an unpaid leave of absence.

Earned time benefits will not accrue for the employee on an unpaid leave.

Payment of Health, Dental and Life Insurance Benefits While on Unpaid Leaves

During a leave of absence for personal illness, the City will continue to pay its portion of health, dental and life insurance premiums, for up to six (6) months. The employee will continue to pay their portion of the premiums during that period, and thereafter shall pay 100% of the cost to continue coverage.

Payment of group insurance premiums during a leave of absence must be arranged in advance with the Human Resource Department and the Risk Management Department.

Article 16 Bereavement Leave

The City permits absence from scheduled work with pay necessitated by death in your immediate family, up to a maximum of three (3) regularly scheduled workdays at their straight time rate of pay per occurrence.

The immediate family includes the employee's spouse or domestic partner and the following relatives of the employee, employee's spouse or employee's domestic partner: children, step-children, brother, step-brother, sister, step-sister, parents, step-parents, grandparents, grandchildren, daughter-in-law, son-in-law. The term child includes the loss of the fetus after the second trimester of the pregnancy.

The City permits absence from scheduled work with pay necessitated by death of an employee or employee's spouse's or domestic partner's aunt or uncle, niece or nephew or the loss of a fetus

after the first trimester of the pregnancy, for one (1) regularly scheduled workday at their straight time rate of pay per occurrence.

Employees may be required to submit official notice or medical verification to substantiate the bereavement leave request.

Employees on a scheduled leave of absence are not eligible for bereavement leave pay.

In the event the death for which leave is taken occurs during use of Earned Time, in accordance with Article 41, and the employee desires to take bereavement leave during that period of the usage of Earned Time, the bereavement time taken during the use of Earned Time shall not be charged against the employee's Earned Time accruals.

Article 17

[Deleted]

Article 18

Jury Duty Pay

All persons covered under this agreement which are called upon to serve as a juror will be paid the difference between the fee received for such service and the amount of straight time earnings lost due to the jury duty.

Article 19

Workers' Compensation

Workers' compensation shall be provided by the City with coverage as specified in legislation of the State of New Hampshire.

In the event an employee is injured on the job and is collecting workers' compensation, the City agrees to:

- 1 - pay the employee each week, the payment will include the difference between the amount they are paid under Worker's Compensation and the amount of the employee's pay for their regularly scheduled work week as in effect at the time of the injury.
- 2 - make such supplemental payments for as long as the employee is disabled, but in no case longer than six (6) months from the date of injury.
- 3 - continue to accumulate all benefits [earned time] during the period in which the employee is out on Workers' Compensation, up to six (6) months from the date of injury.

An employee injured while on the job and absent because of such injury shall be paid by the City for the full day which the injury occurred.

Article 20 Tuition Reimbursement

The City shall continue to maintain the existing "tuition account" as a combined account for Professional and Clerical/Technical employees covered under their respective collective bargaining agreements with UAW Local 2232. Funds that are not used in any year will remain available in subsequent years until spent. Tuition reimbursement will be available to employees who are laid-off but have received approval for and commenced taking a course prior to their layoff. The tuition monies will be administered by the Human Resource Department. Funds will be disbursed on a first come, first served basis.

On July 1, 2014, July 1, 2015, and July 1, 2016, the City shall contribute the sum of ten thousand dollars (\$10,000.00) to the above-described "tuition account".

In addition, if on June 30, 2015, 2016, or 2017, there are no remaining funds in the tuition account and there are Professional or Clerical/Technical employees who have not received any funding from the tuition account in that fiscal year, and who are eligible for reimbursement for work-related courses, degrees, or certificate programs, then each fiscal year the City shall pay up to three thousand dollars (\$3,000.00) for said reimbursement.

Reimbursement is as follows:

Seventy five percent (75%) for courses taken in a work related degree or certificate program,
Seventy five percent (75%) for work related courses, and

Fifty percent (50%) for courses taken in a non-work related degree or certificate program, and
Fifty percent (50%) for "other" courses, non-work related, non-degree provisions pursuant to the following:

Forms for the "other" courses must be submitted to the Human Resource Department by June 1st of each year. Monies will be disbursed on a first come first served basis and as funds permit. No monies for "other" courses will be disbursed prior to June 1st of each year.

Reimbursement eligibility is in the order set forth above to the limit of available funds. All courses must be approved in advance by the Human Resources Department in order to be eligible for reimbursement. Any single individual employee may utilize up to fifteen percent of the total tuition account per fiscal year. However, if such an employee would be entitled to additional reimbursement but for this limit, and there is any money remaining in the tuition account at the end of the fiscal year, said employee can request additional reimbursement. The Human Resources Department will develop such administrative policies and forms as may be needed from time to time to efficiently administer this program.

Reimbursement is subject to the following:

Students enrolled in a bachelors degree, associates degree or certificate programs and students taking non work related courses must achieve a "C" or better in the course to be reimbursed.

Students enrolled in graduate studies must achieve a "B" or better in the course to be reimbursed.

Students enrolled in "other" courses, including courses without grades, must show documentation of completion of the course.

Mandatory Courses

Courses required to be taken by the City of Nashua, shall be reimbursed at one hundred percent of all tuition, lab, registration and related expenses. The City shall fund all expenses separate of the "tuition account" described above.

Article 21 Alternative Schedules

Employees shall ordinarily work five (5) eight (8) hour days per week as scheduled during normal city business hours by management. Employees may request alternative schedules. In the event that City operations warrant, management may establish alternative schedules. If alternative schedules are not established for all employees performing the same duties, those employees concerned may select the schedule they prefer on the basis of seniority up to the number of employees to be assigned the alternative schedule.

Article 22 Long Term Disability (LTD)

Full time employees and part time employees working twenty (20) or more hours per week who are covered by this agreement and who have been employed by the City for one (1) year on an uninterrupted basis except by reason of layoff, on the job injury or approved leave of absence, shall be covered for long term disability under a policy of insurance, the premium for which is to be fully paid by the City, subject to such eligibility requirements and other terms and conditions as the carrier may establish. The City reserves the right to change long term disability insurers to another commercially available program having overall comparability of coverage to that currently in effect on the date of execution hereof, or to self insure said coverage. Employees are encouraged to maintain adequate earned time balances to cover the elimination period for the long term disability benefit in the event a claim is made.

Article 22A Short Term Disability (STD)

The City of Nashua will offer Short Term Disability coverage to all employees covered under this CBA. Participation in this program will be completely optional and funded entirely at the

employee's expense.

The City of Nashua will provide administrative support in maintaining this program, similar to what is currently offered to DPW employees.

Article 23 Health Insurance

The City shall provide, subject to the provisions of this article, upon request of an eligible member of the bargaining unit, the amount of the premium specified below for an individual, two person, or family plan, of one of the following:

- (a) Point-of-Service-Plan with benefits comparable to those currently provided;
- (b) HMO Plan with benefits comparable to those currently provided; or
- (c) The city may make additional plans available to members with benefit levels and premium cost sharing determined by the city in its sole discretion.

The option of the health care plan is at the sole discretion of the City. It is agreed by all parties concerned that the city reserves and shall have the right to change insurance carriers provided the benefits to participants are comparable and the city elects the least expensive plan available to provide such benefits.

Should the City determine that it is in the best interests of the City to offer a "comparable" plan to either option "a" or "b", it shall provide at least one hundred twenty (120) days prior written notice to the Union and documentation of the cost to members and the benefits that will be provided under the comparable plan. Should the Union determine that the proposed plan is not comparable, the grievance shall not be subject to the grievance procedure and shall be submitted directly for arbitration no later than thirty (30) days after the Union is notified of the proposed change to the comparable plan. The grievance shall be heard in an expedited manner. The decision of the arbitrator shall be binding on both parties.

Comparable Plan Definition: For the purposes of this Article, a comparable plan means no additional out-of-pocket increases to employees and no reduction in current benefits. In addition, the plan must provide reasonable access to health services and physicians, including specialists and hospitals.

For the duration of this Agreement, either party to the Agreement may request that a joint labor/management committee be convened to consider the performance of the aforementioned plans and any changes thereto.

Effective January 1, 2008: For eligible members, the City shall contribute 80% of the premium for option (a) and 90% of the premium for option (b). The City shall contribute toward the premium of

the city indemnity plan the same dollar amount it contributes toward the premium of option (a).

Effective October 1, 2011: For eligible members, the City shall contribute 70% of the premium for option (a) and 80% of the premium for option (b).

The amount of increased health insurance contributions due retroactively may be paid through payroll deductions spread over the duration of this collective bargaining agreement.

Effective 30 days after final approval of the cost items of this collective bargaining agreement, all plans offered by the City shall have the following features:

- (a) Twenty Dollars (\$20.00) co-pay per medical visit;
- (b) One Hundred Dollars (\$100.00) co-pay per emergency room visit;
- (c) Two Hundred and Fifty Dollars (\$250.00) per person, Five Hundred Dollars (\$500.00) per two-person or family inpatient/outpatient facility deductible; and
- (d) Three tier pharmacy benefit of \$5/\$15/\$35 (\$5/\$30/\$70 mail order)

Any eligible member of the bargaining unit requesting initial membership in a plan may enter during a specified enrollment period. Any eligible member desiring to select a different plan may make such a change only during the annual enrollment period. Eligible members moving into or out of a HMO or Point-of-Service Plan service area may change plans within a specified period after such move to the extent permitted by the plans.

ANNUAL AUDIT: The City of Nashua hereby agrees to conduct a yearly loss ratio analysis of all Health Insurance plans offered to employees and return all employee overpayments in the form of a Health Insurance Premium Holiday at the completion of the analysis.

Regular part time employees working a minimum of 20 hours per week are covered by the provisions of this article 23 on a pro rata basis. The proration is based on the ratio the employee's regular weekly work hours are to 40 hours. The proration applies to the City's premium contribution.

Article 24 Dental Insurance

The City shall pay one hundred (100%) percent of the premium of a two person plan dental insurance program such as Delta Dental, currently in effect on the date of execution hereof. The City reserves the right to change insurance carriers or plans, or to self insure the same. Such new plans shall offer benefits commercially available in the market and shall have overall comparability of coverage to the above referenced plans to the extent said coverages are commercially available.

Regular part time employees working a minimum of 20 hours per week are covered by the provisions of this article 24 on a pro rata basis. The proration is based on the ratio the

employee's regular weekly work hours are to 40 hours. The proration applies to the City's premium contribution.

Article 25
Life Insurance

The City agrees to pay one hundred percent (100%) of the premium cost of a Basic Life Insurance and AD&D for full time employees and part time employees working twenty (20) or more hours per week only, in an amount equal to one and one half (1.5) the employee's annual straight time wages, rounded to the nearest thousand dollars. Employees may purchase at their expense optional life insurance in denominations of up to three times their basic amount to a maximum of three hundred thousand (\$300,000) total, basic and optional combined, subject to any eligibility or other rules prescribed by the insurer. The City reserves the right to change life insurance providers.

Article 26
Dependent Care Assistant Program

Employees with dependents may be eligible for the Dependent Care Assistant Program as authorized by the Federal Government. The program allows a city employee up to a \$5,000 a year deduction from earnings without taxes [Federal, FICA] to be used for dependent care. The City agrees to maintain this program in effect during this agreement so long as the same remains authorized in its present form by the Internal Revenue Code. Compliance with the Internal Revenue Code and any and all liability for taxation are the sole responsibility of the employee.

Article 27
Pay Period

The pay period will run from Sunday through Saturday, and all employees covered under this agreement shall be paid on a weekly basis, Thursday of each week, unless a holiday falls on such day, in which case pay day will be the day prior.

Article 28
Retirement System

Employees covered under this agreement shall join the New Hampshire Retirement System, if and when eligible to do so, in accordance with the rules of that system, unless they are employees of the Division of Public Works. Division of Public Works employees shall join the Division of Public Works retirement system, if and when eligible to do so, in accordance with the rules of that system.

The City and the employees agree to comply with all rules and regulations of the pertinent system, including contribution rates, as established from time to time. If entry requirements for the DPW system are lawfully modified this article will be modified to reflect such a lawful change.

In the event that the city employees represented by AFSCME opt to change their pension plan for new hires to join the state plan, or if the current DPW system is changed [for new hires] by ordinance, the Union agrees to meet with the City and discuss implementation of the said changes.

Article 29 **Military Service**

Any full time employee covered under this Agreement who leaves to enter directly into involuntary active service in the Armed Forces of the United States is granted a military leave of absence for the anticipated length of service. A Military leave of absence entitles an employee to be reinstated to the position held, or one similar in pay and status, so long as the employee provides notice of his/her desire to resume such employment within thirty (30) days of discharge from the armed forces and the employee accepts such discharge at the earliest possible date.

Article 30 **Military Reserve and National Guard Pay**

Any full time employee covered under this Agreement called to serve not more than a seventeen (17) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his or her pay for such government service and the amount of straight time earnings lost by the employee by reason of such service, based on the employee's regularly scheduled straight time rate. Such payments are to be made following the showing of satisfactory evidence of the amount of pay received for such service.

An employee covered under this Agreement called to serve duty with the National Guard or Armed Forces Reserves in the time of war or national conflict will be paid the difference between his or her pay for such government service and the amount of straight time earnings lost by the employee by reason of such service, based on the employee's regularly scheduled straight time rate. Such payments are to be made following the showing of satisfactory evidence of the amount of pay received for such service.

Article 31 **Deferred Compensation**

The City will continue to offer a deferred compensation plan to all employees covered under this contract during the term hereof so long as it is authorized to do so in the present manner under the Internal Revenue Code. Deferred compensation allows the employee to defer income and the associated taxes from their paycheck, until they receive the money sometime after retirement. Compliance with the Internal Revenue Code and any and all liability for taxation are the sole responsibility of the employee.

Article 32
Mileage Reimbursement

Use of City owned vehicles

If you are assigned a City-owned vehicle and are allowed to take the vehicle home at night and on weekends, the Internal Revenue Service has ruled that the personal use of the city owned vehicle, that is commuting back and forth to work and any other non-work use, is subject to federal withholding and social security tax, where applicable. This rule does not apply to emergency vehicles specifically police and fire vehicles.

The deductions therefore will be made weekly, based on an annual evaluation of the value of the personal use of the vehicle. The personal use value shall be as required by the Internal Revenue Code and Regulations.

The multiplier used to determine the employees deduction shall be the current Internal Revenue Service mileage reimbursement rate.

Mileage reimbursement

If by nature of your job description you are required to use your privately owned vehicle you shall be reimbursed at the current city mileage reimbursement rate or the current Internal Revenue Service mileage reimbursement rate, whichever is higher. Requests for reimbursements must be submitted within 30 days of the date the mileage was incurred. The City will provide AFR10 mileage log books or a mutually agreeable substitute log book for recording mileage.

All employees who, at the date of the signing of this collective bargaining agreement, currently use their privately owned vehicle, shall be allowed to continue to do so through the remainder of this collective bargaining agreement.

Article 33
Travel

Occasionally employees travel as part of their duties. When the need for travel occurs the City shall pay all cost related to the travel consistent with the City's travel policy. Cost shall include, but not be limited to: transportation cost [plane, train, automobile rental [if required], automobile at the prescribed mileage rate, etc.], meals including tax and tip, lodging [including all taxes and a five (5) minute phone call home each night] and other reasonably related miscellaneous expenses.

Travel mileage payments shall be computed by the Financial Reporting Office in accordance with the approved travel tables prepared by the New Hampshire Department of Transportation and Rand McNally.

Article 34
Personnel File

Every employee covered under this Agreement shall be entitled to access to supervisory records and reports of competence, personal character and efficiency, along with all other information maintained in their official personnel file. The City shall allow the employee access to their file within twenty four (24) hours notice. Upon request the City shall copy the file for the employee. Subsequent copies will be made at cost.

Article 35
Protective Clothing

The City shall provide employees with all legally required protective clothing at City expense. The City will, in its reasonable discretion, provide protective clothing and equipment to employees performing operations in departments where it determines that such clothing and equipment will enhance employee safety or comfort.

In addition, the City will provide employees with a clothing allowance adequate to purchase four (4) sets of uniforms per year in departments where uniforms are required.

Article 36
Performance Evaluations

Performance evaluations shall be completed annually by the employees direct supervisor on or about June 30th of each year. The employee will not be required to sign said evaluation until such a time as all reviewing persons have had a chance to comment.

The City and the Union (both UAW units) shall form a six (6) person committee made up of three (3) Union members (with at least one member from each UAW unit) and three (3) City (management) members. This committee shall review the existing employee evaluation forms, which shall be used in the interim. Any recommendations by a majority of the committee on changes to the evaluation form shall be implemented for the following evaluation year.

Article 37
Wages

The parties agree that the increases to the grids are cost of living increases and that only the steps on the resulting grids constitute part of a pay plan under RSA 273-A:12, VII.

In the event that an employee has not completed a satisfactory evaluation on June 30 of a fiscal year, the supervisor may, at his or her discretion, extend the employee's evaluation period for a

period not to exceed 3 months. At the completion of that period, the supervisor will conduct an evaluation to determine if the employee has completed the goals for which he or she is being evaluated. If the employee then receives a satisfactory evaluation, he or she will be eligible to receive the step raise.

In the event that an employee is reclassified to a higher position within the bargaining unit, he or she will be eligible to receive the step raise regardless of the effective date of the reclassification.

Any newly hired employee or any employee promoted on or before December 31 of any calendar year will be eligible for a step raise provided that they receive a satisfactory performance evaluation for that evaluation period.

A list of initial grade assignments is attached as Appendix E. It is agreed that, during the term of this agreement, new positions may be created or grade assignments may change due to reclassifications. The City will pay the employee based on the new grade assignment.

Provision applicable to the FY2012-FY2014 contract:

If any city bargaining unit receives a more favorable wage package, the Union may open the wage portion of this agreement for renegotiation.

**Article 38
Parking Garage**

All employees covered under this Agreement shall be allowed to park at no cost to the employee in any City owned or leased lot or garage while on city business.

The City will make parking passes available to all employees covered under this Agreement, to be used for travel to City Hall and other City locations on City business.

City Hall parking will be allowed in the Elm Street Parking Garage on the second level beyond the open gate or on the upper levels.

**Article 39
Bulletin Boards/Mail**

Bulletin Boards

The City agrees to provide space for suitable bulletin boards in convenient places in each work area, to be used by the Union. The Union shall limit its posting of notices and bulletins to each bulletin board. Posted materials and notices shall pertain only to union business. The Union agrees to maintain such bulletin boards in a neat and orderly condition.

Mail/Email

Officers or officials of the Union shall have the right to reasonable use of the City's in-house mail/email service for correspondence related to grievances or union membership notifications.

Article 40
Disciplinary Procedures

- A. It is agreed that the City has the right to discipline or discharge employees for just cause. Discipline shall be corrective in its nature and ordinarily utilized progressively. Disciplinary actions shall normally follow the order below:

1. Verbal warnings
2. Written warnings
3. Suspensions without pay
4. Discharges

Demotion may be used for disciplinary purposes in appropriate instances. In the event of suspension, demotion, or discharge, the reasons for the action taken will be given in writing to the employee within 24 hours.

It is understood that the severity of any particular infraction may warrant deviation from the aforementioned steps.

- B. Any employee disciplined or discharged shall, be entitled to the provisions of the Grievance Procedure, and will be allowed a representative of their choosing. If requested in writing by the employee, a hearing must be held with the Union, Division Director and the Human Resource Manager within seven (7) calendar days of the disciplinary action or discharge.
- C. Provided that the employee has not had recurrence of discipline within the specified period, written warnings will be removed from the employee's personnel file after twelve (12) months and all suspension shall be removed within two (2) years. The prior unexpired discipline is carried during the period of any subsequent equal or greater discipline.

Article 41
Earned Time

Generally:

Earned Time is an alternative approach to the traditional manner of covering absence for vacation, personal leave days, sick leave, and other types of leave. Instead of dividing benefits into a specific number of days for each benefit, earned time amalgamates these days, into a single benefit. Earned Time can be used for a variety of purposes including a payment in cash at

the time of termination, but only as provided in this Article. Earned Time is accrued for any month in which an employee has been employed at least fifteen (15) calendar days, beginning the first day of any month. Paid leave and absences for jury or military reserve duty are considered time worked for Earned Time accrual purposes. While an employee will earn Earned Time days during his or her probationary period, he or she cannot take Earned Time until they have completed ninety (90) calendar days of employment with the City. If an employee leaves City employment before they have worked ninety (90) days, they will not be paid for any accrued Earned Time.

Coverage:

Employees who are employed in a position at least (20) hours per week are eligible to earn Earned Time. Part time employees, those working less than 40 hours, accrue earned time on a pro-rated basis. The accrual rates for full time employees are as follows:

Bargaining unit members employed by the city on June 30, 2009 shall continue to accrue Earned Time on the following schedule:

Years of Service	Days Accrued per Month	Total Annual Days
less than 5 years	2.25	27.0
5 to less than 10 years	2.50	30.0
10 to less than 15 years	3.00	36.0
15 years to less than 20 years	3.25	39.0
20 or more years	3.50	42.0
30 or more years	3.75	45.0

Bargaining unit members hired after June 30, 2009 shall accrue Earned Time on the following schedule:

Years of Service	Days Accrued per Month	Total Annual Days
less than 5 years	2.25	27.0
5 to less than 10 years	2.50	30.0
10 or more years	3.00	36.0

Years of service means continuous length of service with the City in accordance with Article 10, Seniority.

Breaks in Service:

In the event of reemployment after a break in service, as defined in Article 10, not exceeding 2 years, the employee shall accrue earned time as if that break in service had not occurred.

Usage:

All use of earned time shall be arranged in advance by the employee, and approved by his/her

supervisor prior to the date of absence, except as provided in this paragraph. Earned Time days/hours may be used after being accrued. Earned Time is ordinarily used at the rate of one day of Earned Time for each day of absence. Employees presenting a request to use earned time less than 18 hours before the earned time use is to begin shall use earned time at the rate of 1 1/4 days of earned time for each day of absence. This special rule will not apply to the first seven (7) occurrences in any calendar year. Earned time shall be used in increments of hours under the FLSA. An occurrence shall be defined as the use of two (2) or more hours of Earned Time without the 18 hour prior notification. Notification may take place in person or via email or voice mail. When an employee calls in sick and subsequently remains ill for additional days, the employee shall only be charged 1 1/4 day of Earned Time for the first day of the illness. Should the illness extend for longer than a three-day period, the employee may be required to present a doctor's certificate or other evidence satisfactory to the city. Said certificate shall state that the employee was unable to work due to illness.

Termination of Employment and/or Voluntary Quit:

In the event of termination of employment, 100% of the terminated employee's earned time balance will be paid to him/her. In the event of termination due to layoff, 100% of the terminated employee's earned time balance will be paid to him/her. The employee may elect to defer payment for up to two years in anticipation of possible recall.

Retirement:

One hundred percent (100%) of any employee's unused Earned Time balance will be paid at retirement. "Retirement" shall be defined by the New Hampshire Retirement System or by Ordinance pertinent to the Board of Public Works Retirement System, as may be appropriate.

Maximum Accruals:

Earned Time accumulation shall not exceed sixty (60) days and total Earned Time days and Sick Leave Pool days combined shall not exceed one hundred forty-four (144) days in the aggregate. Balance in excess of these accruals shall be lost.

Staffing Considerations:

The parties expressly agree that all leave usage shall be affected in a manner consistent with the staffing and operational needs of the City so that services are efficiently provided to the Nashua Community. The parties agree to work cooperatively to achieve this goal. Abuse of the benefits conferred in these articles may be grounds for discipline.

Article 42

Individualized Sick Leave Pools

Generally:

The sick leave pool is intended to provide security by allowing each employee to provide for extended illness, or other disability of the employee, or for the care of a sick family member, consisting of the following: employee's spouse, children, brother, sister, parents, or grandparents. The term spouse shall include domestic partner. When acquiring Pool days, employees convert Earned Time days on a one to one and one half (1 to 1 1/2) Sick Pool days basis. The employee

may pick a given number of Earned Time days to exchange for Sick Pool days. This conversion is available annually in the employee's anniversary month. All Sick Pool conversion and usages is governed by this Article.

Sick Pool days are available for use only under the conditions listed below:

1. Use of Sick Pool days must begin on or after the fifth consecutive work day absence caused by illness, injury, or other disability certified in writing to the City by a physician.
2. The employee may continue using Sick Pool days until Sick Pool balance is zero at which point the employee may elect to use any remaining Earned Time.
3. Care of chronically ill relative or friend, or maternity/paternity leave, but only if the need for such leave is documented by a physician to the satisfaction of the City.
4. Doctor's reports may be required by the City at any time. Sick Pool leave may be denied by the City in the event that physician's certifications are not provided by the employee in accordance with this Article.

Maximum Balances:

No employee's Sick Pool balance shall exceed forty (40) days. A balance of up to ninety (90) days may result from initial conversion by employees of the City so employed on the date of execution of this agreement. No additional Earned Time days may be added or converted to the Individualized Sick Pool Leave until balance of that account is below 38.5 days.

Retirement:

Employees retiring from the City service shall be paid at their current straight time or salary rate for their Sick Pool balances, but shall not be paid therefore in the event of termination or resignation.

Article 43

Professional Affiliations/Licensing

The City shall bear the cost of all licenses and/or certifications required by various regulatory agencies [local, state and federal] to maintain the employees qualifications.

Article 44

Safety Committees

Two safety committees, each consisting of an equal number of union and management members, shall be formed to evaluate various safety issues and concerns. One safety committee shall consist

of UAW Department of Public Works Employees and other UAW employees who perform significant work outside of City offices. The other safety committee shall consist of UAW employees who primarily perform office work. The committees shall make recommendations for implementation. The City shall provide information to the committee as requested, and shall provide the necessary clerical and/or administrative assistance as needed.

Article 45 **Union Business Leave**

There shall be a total of twenty (20) days of unpaid Union Business Leave per fiscal year for each UAW unit, which may be used by employees for participating in Union activities. Elected Officials and Unit Chairs may be granted unpaid leaves of absence for Union Business Leave not to exceed a collective total of an additional ten (10) working days per fiscal year for each UAW unit. No employee shall take more than 10 days of Union Business Leave unless mutually agreed by the parties. Requests for leave must be made by the individual to the supervisor, with the Union's approval, reasonably in advance of the use of the Union Business Leave to allow for appropriate coverage of operations. The City shall have the right to deny requests for Union Business Leave in the event granting such leave would result in an adverse impact on operations, however, such requests shall not be unreasonably denied.

When elected officials and unit chairs use paid time for union business, including contract administration, adjusting grievances, meeting with new employees and consultation with management, they will report the time that they commence and the time that they finish that union business to their supervisor.

Article 46 **Working out of Classification**

An alternate rate equal to twenty cents (\$0.20) per hour less than the current regular rate paid for the alternate position will be paid to bargaining unit employees that have been assigned to work in a classification higher than the employee's regular classification, provided that the employee has worked a minimum of four (4) hours in any one (1) calendar day for an accumulated period of forty (40) hours within a twenty-four (24) month period. Once the employee meets the minimum requirements, then they shall remain eligible for the alternative rate indefinitely.

Article 47 **Duration of Agreement**

This Agreement between the Union and the City shall commence as of July 1, 2014, and terminate at midnight on June 30, 2017. A party desiring to negotiate a successor agreement hereto shall give notice to the other party at least 180 days in advance of the expiration date hereof, otherwise this agreement shall be renewed for a period of one year without change. If such notice is given, the parties shall negotiate a successor agreement in good faith, in advance of the expiration hereof if possible, and if said successor agreement has not been concluded by the expiration hereof, the parties shall abide by the terms and conditions hereof thereafter to the extent required by law.

AGREED to by and between the parties at Nashua, New Hampshire, as evidenced by the signatures of their duly authorized representatives, set forth below, this _____ day of _____, 2014.

FOR THE CITY OF NASHUA

FOR U.A.W. 2232 PROFESSIONAL UNIT

Donnalee Lozeau, Mayor

NASHUA BOARD OF PUBLIC WORKS

Donnalee Lozeau, Chair

NASHUA BOARD OF FIRE COMMISSIONERS

Chair

Approved as to form:

Corporation Counsel

APPENDIX A
AMENDED CERTIFICATION OF UNIT

UNIT MODIFICATION



State of New Hampshire
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

International Union -- UAW, Local 2232
(Professional Unit)
and
City of Nashua
Case No. G-0043-5
Decision No. 2014-194

MODIFICATION ORDER

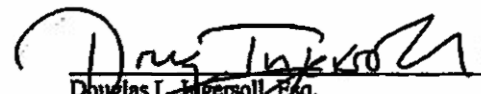
Pursuant to RSA 273-A and PELRB Decision No. 2014-193 the composition of the bargaining unit represented by the International Union -- UAW, Local 2232 for purposes of collective negotiations and settlement of grievances, is as follows:

Unit: Recreation Supervisor, Assistant City Engineer, System Resource Manager 1, Code Official, Recycling Coordinator, Plans Examiner, Laboratory Supervisor, Senior Chemist, Environmental Chemist, Analytical Chemist, Deputy Planning Manager, Development, Planner I, Planner III, Contracts Specialist, Deputy Manager, Urban Programs, Zoning, Network Administrator, Support Specialist, Technical Specialist, Enforcement Prosecutor, Downtown Specialist, Accountant I, Accountant II, Accountant III, Recreation Coordinator, CSO Contract Administrator, Agronomist, Safety/Loss Prevention Analyst, Purchasing Agent II, GIS Technician, Grant Management Specialist, WWT Business Coordinator, Street Dept. Business Coordinator, Park & Recreation Business Coordinator, Business Coordinator Landfill, Community Development Business Coordinator, Supervisor, Data Management/Customer Support, System Specialist II, Systems Specialist/Web Analyst, Systems Administrator/Database Administrator, Network Analyst, Deputy Voter Registration/Customer Service Supervisor, Revenue Coordinator, Appraiser I, Appraiser II, Appraiser III, Executive Assistant/Business Coordinator, Systems Specialist/SQL Administrator, Transit Marketing Coordinator, Transit Fleet and Facilities Supervisor, and Construction Engineer Assistant

The above named public employer shall negotiate with the exclusive representative named herein on terms and conditions of employment for the members of the bargaining unit, as herein described, and shall recognize the right of the exclusive representative to represent employees in the settlement of grievances.

So ordered.

Date: 8-14-2014


Douglas L. Higersoll, Esq.
Executive Director / Presiding Officer

Distribution: Kevin Boutin, President UAW Local 2232
Barbara Hill, H.R. Director

APPENDIX B

UNION MEMBERSHIP AND DUES FORM

Insert current union membership and dues form.

APPENDIX C

GRIEVANCE FORM

Insert union grievance form (can I get a new blank copy of one; the one we have been using has been copied and scanned so many times it's in bad shape)

APPENDIX D AND D-1

WAGE GRIDS

UAW Professional Salary Grid for FY2013

Increase 1.00%

Grade	Step	UAW Professional Salary Grid (or PTK13)																								2.07% Grid Average	
		Increase												3.00%													
11	34 730	35 447	36 179	36 927	37 690	38 468	39 261	40 076	40 904	41 751	42 612	43 483	44 362	45 250	46 146	47 051	47 964	48 882	49 805	50 732	51 662	52 597	53 537	54 481	55 430	56 387	2.04%
12	35 762	36 500	37 240	37 982	38 747	39 524	40 313	41 114	41 927	42 751	43 585	44 428	45 280	46 140	47 008	47 884	48 767	49 656	50 550	51 450	52 355	53 265	54 180	55 100	56 025	56 954	2.04%
13	41 340	41 991	42 653	43 325	44 007	44 699	45 401	46 113	46 835	47 557	48 280	49 002	49 724	50 446	51 168	51 890	52 612	53 334	54 056	54 778	55 499	56 221	56 943	57 665	58 387	59 109	2.04%
14	45 098	46 029	46 979	47 938	48 905	49 880	50 862	51 851	52 845	53 844	54 848	55 857	56 871	57 890	58 913	59 940	60 971	61 215	61 478	63 648	64 962	67 587	68 933	70 318	71 742	73 159	2.04%
15	49 587	50 632	51 688	52 754	53 831	54 918	56 015	57 122	58 239	59 365	60 500	61 644	62 797	63 958	65 126	66 300	67 480	68 666	69 858	71 056	72 260	73 469	74 683	75 902	77 126	78 354	2.04%
16	54 798	55 980	57 086	58 206	59 339	60 484	61 641	62 800	63 961	65 126	66 295	67 466	68 639	69 814	70 991	72 169	73 348	74 527	75 707	76 886	78 065	79 244	80 423	81 602	82 781	83 960	2.04%
17	60 601	62 059	63 512	64 969	66 430	67 895	69 364	70 837	72 313	73 792	75 273	76 756	78 241	79 728	81 218	82 710	84 204	85 700	87 198	88 698	90 199	91 702	93 207	94 713	96 220	97 728	2.04%
2.07% Grid Average																											

UAW Professional Salary Grid for FY2014

Increase 0.00%

Grade	Step	UAW Professional Salary Grid for FY20: 4																							Grade Average		
		Increase																									
		4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	
13	34,730	35,447	36,179	36,927	37,690	38,468	39,261	40,076	40,904	41,751	42,612	43,483	44,362	45,250	46,146	47,051	47,964	48,882	49,805	50,732	51,662	52,597	53,537	54,481	55,430	56,387	2.04%
12	31,640	32,406	33,179	33,958	34,742	35,531	36,325	37,124	37,928	38,737	39,550	40,368	41,190	42,016	42,846	43,680	44,518	45,360	46,206	47,056	47,910	48,768	49,630	50,495	51,364	52,236	2.04%
	29,562	30,340	31,119	31,902	32,689	33,480	34,275	35,074	35,877	36,684	37,494	38,307	39,123	39,942	40,764	41,590	42,418	43,249	44,082	44,918	45,757	46,598	47,442	48,288	49,136	49,986	2.04%
11	26,410	27,206	28,002	28,800	29,600	30,402	31,206	32,012	32,820	33,630	34,442	35,256	36,072	36,890	37,710	38,532	39,356	40,182	41,010	41,840	42,672	43,506	44,342	45,180	46,020	46,862	2.04%
	24,340	25,146	25,952	26,760	27,569	28,380	29,192	30,006	30,822	31,640	32,460	33,282	34,106	34,932	35,760	36,590	37,422	38,256	39,092	39,930	40,770	41,612	42,456	43,302	44,150	44,999	2.04%
10	21,260	22,076	22,892	23,710	24,529	25,350	26,172	26,996	27,822	28,650	29,480	30,312	31,146	31,982	32,820	33,660	34,502	35,346	36,192	37,040	37,890	38,742	39,596	40,452	41,310	42,170	2.04%
	19,190	19,996	20,802	21,610	22,420	23,232	24,046	24,862	25,680	26,499	27,320	28,142	28,966	29,792	30,620	31,450	32,282	33,116	33,952	34,790	35,630	36,472	37,316	38,162	39,010	39,860	2.04%
9	16,110	16,926	17,742	18,560	19,380	20,202	21,026	21,852	22,680	23,510	24,342	25,176	26,012	26,850	27,690	28,532	29,376	30,222	31,070	31,920	32,772	33,626	34,482	35,340	36,199	37,060	2.04%
	14,040	14,856	15,672	16,490	17,310	18,132	18,956	19,782	20,610	21,440	22,272	23,106	23,942	24,780	25,620	26,462	27,306	28,152	29,000	29,850	30,702	31,556	32,412	33,270	34,130	34,991	2.04%
8	11,060	11,876	12,692	13,510	14,330	15,152	15,976	16,802	17,630	18,460	19,292	20,126	20,962	21,799	22,638	23,480	24,324	25,170	26,018	26,868	27,720	28,574	29,430	30,288	31,148	32,010	2.04%
	9,990	10,806	11,622	12,440	13,260	14,082	14,906	15,732	16,560	17,390	18,222	19,056	19,892	20,730	21,570	22,412	23,256	24,102	24,950	25,800	26,652	27,506	28,362	29,220	30,080	30,941	2.04%
7	8,920	9,736	10,552	11,370	12,190	13,012	13,836	14,662	15,490	16,320	17,152	17,986	18,822	19,660	20,500	21,342	22,186	23,032	23,880	24,730	25,582	26,436	27,292	28,150	29,010	29,871	2.04%
	7,850	8,666	9,482	10,299	11,118	11,940	12,764	13,590	14,418	15,248	16,080	16,914	17,750	18,588	19,428	20,270	21,114	21,960	22,808	23,658	24,510	25,364	26,220	27,078	27,938	28,800	2.04%
6	6,780	7,596	8,412	9,230	10,050	10,872	11,696	12,522	13,350	14,180	15,012	15,846	16,682	17,520	18,360	19,202	20,046	20,892	21,740	22,590	23,442	24,296	25,152	26,010	26,870	27,731	2.04%
	5,710	6,526	7,342	8,160	8,980	9,802	10,626	11,452	12,280	13,110	13,942	14,776	15,612	16,450	17,290	18,132	18,976	19,822	20,670	21,520	22,372	23,226	24,082	24,940	25,800	26,661	2.04%
5	4,640	5,456	6,272	7,090	7,910	8,732	9,556	10,382	11,210	12,040	12,872	13,706	14,542	15,380	16,220	17,062	17,906	18,752	19,600	20,450	21,302	22,156	23,012	23,870	24,730	25,591	2.04%
	3,570	4,386	5,202	6,020	6,840	7,662	8,486	9,312	10,140	10,970	11,802	12,636	13,472	14,310	15,150	16,000	16,852	17,706	18,562	19,420	20,280	21,142	22,006	22,872	23,740	24,609	2.04%
4	2,500	3,316	4,132	4,950	5,770	6,592	7,416	8,242	9,070	9,899	10,730	11,562	12,396	13,232	14,070	14,910	15,752	16,596	17,442	18,290	19,140	20,000	20,862	21,726	22,592	23,460	2.04%
	1,430	2,246	3,062	3,880	4,699	5,519	6,341	7,164	7,988	8,813	9,640	10,469	11,300	12,132	12,966	13,802	14,640	15,480	16,322	17,166	18,012	18,860	19,710	20,562	21,416	22,271	2.04%
3	320	1,136	1,952	2,770	3,589	4,409	5,230	6,052	6,875	7,699	8,524	9,350	10,177	11,006	11,836	12,667	13,500	14,334	15,170	16,008	16,848	17,690	18,534	19,380	20,228	21,078	2.04%
	210	100	286	472	658	844	1,030	1,216	1,402	1,588	1,774	1,960	2,146	2,332	2,518	2,704	2,890	3,076	3,262	3,448	3,634	3,820	4,006	4,192	4,378	4,564	2.04%
2	110	10	196	382	568	754	940	1,126	1,312	1,498	1,684	1,870	2,056	2,242	2,428	2,614	2,800	2,986	3,172	3,358	3,544	3,730	3,916	4,102	4,288	4,474	2.04%
	10	0	186	372	558	744	930	1,116	1,302	1,488	1,674	1,860	2,046	2,232	2,418	2,604	2,790	2,976	3,162	3,348	3,534	3,720	3,906	4,092	4,278	4,464	2.04%
1	10	0	186	372	558	744	930	1,116	1,302	1,488	1,674	1,860	2,046	2,232	2,418	2,604	2,790	2,976	3,162	3,348	3,534	3,720	3,906	4,092	4,278	4,464	2.04%
	0	0	186	372	558	744	930	1,116	1,302	1,488	1,674	1,860	2,046	2,232	2,418	2,604	2,790	2,976	3,162	3,348	3,534	3,720	3,906	4,092	4,278	4,464	2.04%
																											2.07% Grid Average

UAW Professional Salary Grid for FY2015

Increase 0.75%

UAW Professional Salary Grid for FY2025																											
Increase 0.75%																											
Grade	Step	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Grade Average	
11		35,713	36,150	37,284	37,971	38,758	39,545	40,332	41,119	42,004	42,932	43,819	44,755	45,663	46,563	47,495	48,443	49,413	50,402	51,409	52,437	53,486	54,556	55,547	56,607	57,895	2.03%
12		36,915	37,812	38,750	39,703	40,678	41,677	42,701	43,747	44,823	45,933	47,051	48,106	49,300	50,377	51,385	52,413	53,462	54,531	55,622	56,734	57,865	59,026	60,207	61,411	62,639	2.23%
13		47,305	48,180	49,073	49,981	50,914	51,862	47,831	48,819	49,819	50,859	51,911	52,984	54,079	55,161	56,263	57,387	58,535	59,707	60,900	62,119	63,161	64,628	65,921	67,238	68,584	2.03%
14		46,374	47,331	48,311	49,310	50,329	51,358	52,397	53,515	54,622	55,750	56,902	58,078	59,280	60,163	61,671	62,898	64,186	65,450	66,759	68,094	69,456	70,843	72,262	73,707	75,182	2.03%
15		50,992	52,045	53,122	54,213	55,340	56,486	57,648	58,846	60,063	61,105	62,673	63,667	65,187	66,491	67,821	69,178	70,560	71,972	73,412	74,880	76,377	77,905	79,464	81,053	82,672	2.03%
16		56,249	57,514	58,805	59,917	61,156	62,431	63,733	65,032	66,315	67,590	68,949	70,578	72,039	73,480	74,949	76,448	77,979	79,519	81,129	82,752	84,107	86,096	87,817	89,574	91,165	2.03%
17		62,524	63,817	65,125	66,448	67,815	69,258	70,716	72,150	73,631	75,164	76,719	78,164	79,932	81,151	82,151	84,114	86,510	88,240	90,005	91,806	93,642	95,515	97,425	99,373	101,361	2.03%
																										Grid Average	

UAW Professional Salary Grid for FY2015

Increase 0.00%

Grade	Step	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Grade Average
11		36,450	37,204	37,972	38,754	39,558	40,377	41,210	42,064	42,932	43,819	44,725	45,650	46,593	47,495	48,443	49,413	50,402	51,409	52,437	53,486	54,556	55,647	56,760	57,895	59,053	60,134	2.03%
12		37,822	38,750	39,703	40,678	41,677	42,700	43,747	44,823	45,923	47,051	48,206	49,390	50,377	51,385	52,413	53,462	54,531	55,622	56,734	57,869	59,026	60,207	61,411	62,639	63,892	65,169	2.03%
13		43,180	44,073	44,984	45,914	46,862	47,831	48,819	49,829	50,859	51,911	52,984	54,079	55,161	56,263	57,387	58,535	59,707	60,900	62,119	63,361	64,628	65,921	67,239	68,584	69,956	71,355	2.03%
14		47,332	48,311	49,310	50,329	51,368	52,430	53,515	54,622	55,750	56,902	58,078	59,280	60,483	61,674	62,898	64,166	65,450	66,759	68,094	69,456	70,845	72,262	73,707	75,182	76,685	78,219	2.03%
15		52,045	53,122	54,219	55,340	56,486	57,653	58,846	60,063	61,305	62,573	63,867	65,187	66,493	67,821	69,178	70,560	71,972	73,412	74,880	76,377	77,905	79,464	81,053	82,674	84,327	86,014	2.03%
16		57,514	58,705	59,917	61,156	62,423	63,713	65,032	66,375	67,750	69,169	70,578	72,038	73,480	74,909	76,448	77,978	79,539	81,139	82,752	84,407	86,096	87,817	89,574	91,365	93,193	95,056	2.03%
17		63,817	65,135	66,481	67,856	69,258	70,689	72,150	73,631	75,164	76,719	78,304	79,827	81,510	83,151	84,814	86,510	88,240	90,005	91,806	93,642	95,515	97,425	99,373	101,361	103,388	105,456	2.03%
																												2.03%
																												2.03%

UAW Professional Salary Grid for FY2017

Increase 0.00%

Grade	Step	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Grade Average
11		37,204	37,972	38,758	39,558	40,377	41,210	42,064	42,932	43,819	44,725	45,650	46,593	47,495	48,443	49,413	50,402	51,409	52,437	53,486	54,556	55,647	56,760	57,895	59,053	60,134	2.03%
12		38,750	39,703	40,678	41,677	42,700	43,747	44,823	45,923	47,051	48,206	49,390	50,377	51,385	52,413	53,462	54,531	55,622	56,734	57,869	59,026	60,207	61,411	62,639	63,892	65,169	2.03%
13		44,073	44,984	45,914	46,862	47,831	48,819	49,829	50,859	51,911	52,984	54,079	55,161	56,263	57,387	58,535	59,707	60,900	62,119	63,361	64,628	65,921	67,239	68,584	69,956	71,355	2.03%
14		48,311	49,310	50,329	51,368	52,430	53,515	54,622	55,750	56,902	58,078	59,280	60,483	61,674	62,898	64,166	65,450	66,759	68,094	69,456	70,845	72,262	73,707	75,182	76,685	78,219	2.03%
15		53,122	54,219	55,340	56,486	57,653	58,846	60,063	61,305	62,573	63,867	65,187	66,493	67,821	69,178	70,560	71,972	73,412	74,880	76,377	77,905	79,464	81,053	82,674	84,327	86,014	2.03%
16		58,705	59,917	61,156	62,423	63,713	65,032	66,375	67,750	69,169	70,578	72,038	73,480	74,909	76,448	77,978	79,539	81,139	82,752	84,407	86,096	87,817	89,574	91,365	93,193	95,056	2.03%
17		65,135	66,481	67,856	69,258	70,689	72,150	73,631	75,164	76,719	78,304	79,827	81,510	83,151	84,814	86,510	88,240	90,005	91,806	93,642	95,515	97,425	99,373	101,361	103,388	105,456	2.03%
																											2.03%
																											2.03%

UAW Professional Salary Grid for FY2017

Increase 0.75%

Grade	Step	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Grade Average
11		37,483	38,257	39,048	39,855	40,680	41,520	42,379	43,254	44,148	45,061	45,992	46,912	47,851	48,806	49,784	50,780	51,794	52,831	53,887	54,965	56,064	57,185	58,329	59,496	60,686	2.03%
12		39,041	40,001	40,983	41,989	43,020	44,075	45,159	46,268	47,404	48,567	49,761	50,753	51,770	52,806	53,863	54,940	56,039	57,160	58,303	59,469	60,658	61,871	63,109	64,371	65,658	2.03%
13		44,403	45,321	46,258	47,214	48,190	49,185	50,203	51,240	52,301	53,382	54,485	55,574	56,685	57,818	58,974	60,155	61,357	62,584	63,836	65,113	66,415	67,743	69,098	70,480	71,891	2.03%
14		48,673	49,680	50,707	51,754	52,823	53,916	55,032	56,168	57,329	58,513	59,724	60,917	62,136	63,369	64,647	65,940	67,260	68,605	69,977	71,377	72,804	74,260	75,745	77,260	78,804	2.03%
15		53,520	54,636	55,755	56,909	58,085	59,288	60,514	61,765	63,042	64,346	65,676	66,989	68,319	69,697	71,090	72,512	73,962	75,442	76,950	78,490	80,060	81,661	83,294	84,960	86,659	2.03%
16		59,145	60,365	61,615	62,891	64,191	65,519	66,873	68,258	69,667	71,107	72,579	74,031	75,511	77,022	78,564	80,135	81,738	83,373	85,040	86,741	88,476	90,246	92,051	93,892	95,769	2.03%
17		65,623	66,980	68,365	69,778	71,220	72,691	74,184	75,727	77,254	78,851	80,531	82,132	83,774	85,450	87,159	88,902	90,680	92,495	94,344	96,231	98,156	100,119	102,121	104,163	106,247	2.03%
																											2.03%
																											2.03%

UAW Professional Salary Grid for FY2013																											
Increase 1.00%																											
Grade	Step	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Grade Average
11		34,730	35,424	36,133	36,856	37,593	38,345	39,111	39,894	40,691	41,505	42,335	43,182	44,046	44,927	45,825	46,742	47,677	48,630	49,603	50,595	51,607	52,639	53,692	54,765	55,861	2.00%
12		35,762	36,477	37,207	37,951	38,710	39,484	40,274	41,080	41,901	42,739	43,594	44,466	45,355	46,262	47,187	48,131	49,094	50,076	51,077	52,099	53,141	54,204	55,288	56,393	57,521	2.00%
13		41,140	41,963	42,802	43,658	44,532	45,422	46,331	47,257	48,202	49,166	50,150	51,153	52,176	53,219	54,284	55,369	56,477	57,606	58,758	59,934	61,132	62,355	63,602	64,874	66,172	2.00%
14		45,098	46,000	46,920	47,858	48,815	49,792	50,787	51,803	52,839	53,896	54,974	56,073	57,195	58,339	59,506	60,696	61,910	63,148	64,411	65,699	67,013	68,353	69,720	71,115	72,537	2.00%
15		49,587	50,579	51,590	52,622	53,674	54,748	55,843	56,960	58,099	59,261	60,446	61,655	62,888	64,146	65,429	66,737	68,072	69,434	70,822	72,239	73,684	75,157	76,660	78,194	79,757	2.00%
16		54,798	55,894	57,012	58,152	59,315	60,502	61,712	62,946	64,205	65,489	66,799	68,135	69,497	70,887	72,305	73,751	75,226	76,731	78,265	79,830	81,427	83,056	84,717	86,411	88,139	2.00%
17		60,801	62,017	63,257	64,522	65,813	67,129	68,472	69,841	71,238	72,663	74,116	75,598	77,110	78,653	80,226	81,830	83,467	85,136	86,839	88,576	90,347	92,154	93,997	95,877	97,795	2.00%
2.00% Grid Average																											

UAW Professional Salary Grid for FY2014																									Increase		0.80%	
Grade	Step	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Grade Average	
11		34,730	35,424	36,133	36,856	37,593	38,345	39,111	39,894	40,691	41,505	42,335	43,182	44,046	44,927	45,825	46,742	47,677	48,630	49,603	50,595	51,607	52,639	53,692	54,765	55,861	2.00%	
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
12		35,762	36,477	37,207	37,951	38,710	39,484	40,274	41,080	41,901	42,739	43,594	44,466	45,355	46,262	47,187	48,131	49,094	50,076	51,077	52,099	53,141	54,204	55,288	56,393	57,521	2.00%	
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
13		41,140	41,963	42,802	43,658	44,532	45,422	46,331	47,257	48,202	49,166	50,150	51,153	52,176	53,219	54,284	55,369	56,477	57,606	58,758	59,934	61,132	62,355	63,602	64,874	66,172	2.00%	
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
14		45,098	46,000	46,920	47,858	48,815	49,792	50,787	51,803	52,839	53,896	54,974	56,073	57,195	58,339	59,506	60,696	61,910	63,148	64,411	65,699	67,013	68,353	69,720	71,115	72,537	2.00%	
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
15		49,587	50,579	51,590	52,622	53,674	54,748	55,843	56,960	58,099	59,261	60,446	61,655	62,888	64,146	65,429	66,737	68,072	69,434	70,822	72,239	73,684	75,157	76,660	78,194	79,757	2.00%	
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
16		54,798	55,894	57,012	58,152	59,315	60,502	61,712	62,946	64,205	65,489	66,799	68,135	69,497	70,887	72,305	73,751	75,226	76,731	78,265	79,830	81,427	83,056	84,717	86,411	88,139	2.00%	
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
17		60,801	62,017	63,257	64,522	65,813	67,129	68,472	69,841	71,238	72,663	74,116	75,598	77,110	78,653	80,226	81,830	83,467	85,136	86,839	88,576	90,347	92,154	93,997	95,877	97,795	2.00%	
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
2.00% Grid Average																												

		UAW Professional Salary Grid for FY2015														Increase		0.75%											
Step																													
Grade		5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	Grade Average		
11			37,132	37,875	38,632	39,405	40,193	40,997	41,817	42,653	43,506	44,376	45,264	46,169	47,092	48,034	48,995	49,975	50,974	51,994	53,034	54,094	55,176	56,280	57,405				
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
12	36,751	37,486	38,236	39,000	39,780	40,576	41,388	42,215	43,060	43,921	44,799	45,695	46,609	47,541	48,492	49,462	50,451	51,460	52,490	53,539	54,610	55,702	56,816	57,953	59,112		2.00%		
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
13	42,276	43,123	43,986	44,866	45,763	46,678	47,612	48,564	49,535	50,526	51,536	52,567	53,619	54,691	55,785	56,900	58,038	59,199	60,383	61,591	62,823	64,079	65,361	66,668	68,001		2.00%		
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
14	46,345	47,272	48,217	49,181	50,165	51,168	52,192	53,236	54,300	55,386	56,494	57,624	58,776	59,952	61,151	62,374	63,621	64,894	66,192	67,516	68,866	70,243	71,648	73,081	74,543		2.00%		
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
15	50,958	51,977	53,017	54,077	55,159	56,262	57,387	58,535	59,705	60,900	62,118	63,360	64,627	65,920	67,238	68,583	69,954	71,354	72,781	74,236	75,721	77,235	78,780	80,356	81,963		2.00%		
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
16	56,313	57,440	58,568	59,760	60,955	62,174	63,418	64,686	65,980	67,300	68,646	70,018	71,419	72,847	74,304	75,790	77,306	78,852	80,429	82,038	83,679	85,352	87,059	88,800	90,576		2.00%		
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
17	62,482	63,732	65,006	66,307	67,633	68,985	70,365	71,772	73,208	74,672	76,165	77,689	79,242	80,827	82,444	84,093	85,775	87,490	89,240	91,025	92,845	94,702	96,596	98,528	100,499		2.00%		
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
		2.00%																										Grid Average	

		UAW Professional Salary Grid for FY2016														Increase		0.00%											
Step																													
Grade		6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Grade Average		
11			37,132	37,875	38,632	39,405	40,193	40,997	41,817	42,653	43,506	44,376	45,264	46,169	47,092	48,034	48,995	49,975	50,974	51,994	53,034	54,094	55,176	56,280	57,405	58,553			
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
12	37,486	38,236	39,000	39,780	40,576	41,388	42,215	43,060	43,921	44,799	45,695	46,609	47,541	48,492	49,462	50,451	51,460	52,490	53,539	54,610	55,702	56,816	57,953	59,112	60,294		2.00%		
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
13	43,123	43,986	44,866	45,763	46,678	47,612	48,564	49,535	50,526	51,536	52,567	53,619	54,691	55,785	56,900	58,038	59,199	60,383	61,591	62,823	64,079	65,361	66,668	68,001	69,361		2.00%		
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
14	47,272	48,217	49,181	50,165	51,168	52,192	53,236	54,300	55,386	56,494	57,624	58,776	59,952	61,151	62,374	63,621	64,894	66,192	67,516	68,866	70,243	71,648	73,081	74,543	76,034		2.00%		
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
15	51,977	53,017	54,077	55,159	56,262	57,387	58,535	59,705	60,900	62,118	63,360	64,627	65,920	67,238	68,583	69,954	71,354	72,781	74,236	75,721	77,235	78,780	80,356	81,963	83,602		2.00%		
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
16	57,440	58,568	59,760	60,955	62,174	63,418	64,686	65,980	67,300	68,646	70,018	71,419	72,847	74,304	75,790	77,306	78,852	80,429	82,038	83,679	85,352	87,059	88,800	90,576	92,388		2.00%		
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
17	63,732	65,006	66,307	67,633	68,985	70,365	71,772	73,208	74,672	76,165	77,689	79,242	80,827	82,444	84,093	85,775	87,490	89,240	91,025	92,845	94,702	96,596	98,528	100,499	102,509		2.00%		
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
		2.00%																										Grid Average	

UAW Professional Salary Grid for FY2017

Increase 0.00%

Grade	Step	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Grade Average
11		37,132	37,875	38,632	39,405	40,193	40,997	41,817	42,653	43,506	44,576	45,264	46,169	47,092	48,034	48,995	49,975	50,974	51,991	53,034	54,094	55,176	56,280	57,405	58,553	59,724	2.00%
12		38,236	39,000	39,780	40,576	41,388	42,215	43,060	43,921	44,799	45,695	46,609	47,541	48,492	49,462	50,451	51,460	52,490	53,541	54,610	55,702	56,816	57,953	59,112	60,294	61,500	2.00%
13		43,966	44,866	45,763	46,678	47,612	48,564	49,535	50,526	51,536	52,567	53,619	54,691	55,785	56,900	58,038	59,199	60,383	61,591	62,823	64,079	65,361	66,668	68,001	69,361	70,748	2.00%
14		48,217	49,181	50,165	51,168	52,192	53,236	54,300	55,386	56,494	57,624	58,776	59,952	61,151	62,574	63,621	64,894	66,192	67,516	68,866	70,243	71,648	73,081	74,543	76,034	77,554	2.00%
15		53,017	54,077	55,159	56,262	57,387	58,535	59,705	60,900	62,118	63,360	64,627	65,920	67,238	68,583	69,954	71,354	72,781	74,236	75,721	77,235	78,780	80,356	81,963	83,602	85,274	2.00%
16		58,588	59,760	60,955	62,174	63,416	64,686	65,980	67,300	68,646	70,018	71,419	72,847	74,304	75,790	77,306	78,852	80,429	82,038	83,679	85,352	87,059	88,800	90,576	92,388	94,236	2.00%
17		65,006	66,307	67,631	68,985	70,365	71,772	73,208	74,672	76,165	77,689	79,242	80,927	82,643	84,393	86,175	87,990	89,840	91,725	93,645	95,600	97,596	99,634	101,714	103,836	105,999	2.00%
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
																											2.00% Grid Average

UAW Professional Salary Grid for FY2017

Increase 0.75%

Grade	Step	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Grade Average
11		37,410	38,159	38,922	39,700	40,494	41,304	42,130	42,973	43,832	44,709	45,603	46,516	47,447	48,396	49,363	50,348	51,351	52,382	53,441	54,517	55,590	56,702	57,836	58,993	60,172	2.00%
12		38,523	39,293	40,079	40,880	41,698	42,532	43,383	44,250	45,135	46,038	46,959	47,898	48,855	49,830	50,823	51,834	52,863	53,911	54,978	56,064	57,170	58,307	59,475	60,664	61,885	2.00%
13		44,316	45,202	46,106	47,028	47,969	48,928	49,907	50,905	51,923	52,961	54,021	55,101	56,203	57,327	58,474	59,644	60,836	62,053	63,294	64,560	65,851	67,167	68,511	69,881	71,279	2.00%
14		48,579	49,550	50,541	51,552	52,583	53,635	54,708	55,802	56,918	58,056	59,217	60,402	61,610	62,842	64,099	65,381	66,688	68,022	69,382	70,770	72,185	73,629	75,102	76,604	78,136	2.00%
15		53,414	54,483	55,572	56,684	57,817	58,974	60,153	61,356	62,583	63,835	65,112	66,414	67,742	69,097	70,479	71,889	73,326	74,793	76,289	77,815	79,371	80,958	82,577	84,229	85,914	2.00%
16		59,028	60,208	61,412	62,641	63,894	65,171	66,475	67,804	69,160	70,544	71,954	73,394	74,861	76,359	77,886	79,444	81,032	82,653	84,306	85,992	87,712	89,466	91,256	93,081	94,942	2.00%
17		65,494	66,804	68,140	69,503	70,893	72,311	73,757	75,232	76,737	78,271	79,837	81,433	83,062	84,723	86,418	88,146	89,909	91,707	93,541	95,412	97,321	99,267	101,250	103,277	105,348	2.00%
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
																											2.00% Grid Average

Updated 8/22/2014

APPENDIX E
UAW Professional Unit
Grade Assignments

<u>Position</u>	<u>Grade</u>
Analytical Chemist	11
Appraiser I	11
Assessing Admin Specialist III/CSR	11
Executive Assistant/Business Coordinator	11
Planner I	11
Program Coordinator	11
Appraiser II	12
Citizens Services Coordinator	12
DPW Billing Accountant	12
DPW Contract Administrator	12
Grant Management Specialist	12
Purchasing Agent II	12
Recycling Coordinator	12
Revenue Coordinator	12
Transit Fleet & Facilities Supervisor	12
Project Administrator, LP&HH	12
Technical Specialist I	12
Construction Inspector Engineering Assistant	13
Appraiser III	13
Planner II	13
Process Chemist	13
Program Coordinator, LP&HH	13
Project Administrator	13
Safety/Loss Prevention Analyst	13
Transit Financial Coordinator	13
Trust Accountant	13
GIS Technician II	14
Industrial Pretreatment Coordinator	14
Plans Examiner	14
Supervisor, Laboratory	14
Technical Specialist II/Network Support	14
Deputy Planning Manager	15
IT Infrastructure Analyst	15
Senior Accountant	15
Senior Financial Analyst	15
IT Applications Analyst	16
Systems Admin/Database Administrator	16
Plant Operations Supervisor	17

The positions listed below became inactive:

Internet/Intranet Applications Developer	16
Executive Administrator	12
Accountant	12

Any new title classified within grades 11 - 17 will not require a reopening of the contract or further negotiation.

~~APPENDIX F~~

~~JULY 25, 2005 ULP SETTLEMENT AGREEMENT~~

[Language has been inserted into CBA, Article 12.]

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF NASHUA, NH

AND

U.A.W. LOCAL 2232

PROFESSIONAL UNIT

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Article 1
Agreement

AGREEMENT, made and entered into as of the _____ day of _____, 201~~2~~14, by and between The City of Nashua, New Hampshire (hereinafter called the "City") and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Local # 2232, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), Professional Unit, (hereinafter called the "Union").

Article 2
Recognition

The City hereby recognizes the Union as the sole and exclusive representative of the professional employees as certified by the PELRB of New Hampshire as per Appendix A.

The City agrees that it will not discriminate against, intimidate, or coerce any employee in the exercise of their rights to bargain collectively through the Union on account of membership in or activities on behalf of the Union. The City agrees that it will deal with the Union for the purposes of bargaining with respect to wages, hours of duty and working conditions of members of the Bargaining Unit.

Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the City harmless in any such dispute.

Article 3
Discrimination

It is agreed that the City will not discriminate on the basis of sex, race, color, national origin, religion, lawful political or employee's organization affiliation, age, marital status, sexual preference, or non-disqualifying disability, or on any basis prohibited by law.

Article 4
Union Dues

An employee, who is a member of the Union, may execute a written authorization providing that a portion of their salary representing monthly dues be withheld weekly and forwarded to the Union. Upon receiving a properly executed Authorization and Assignment Form from an employee, the Local 2232 shall notify the Human Resources/Payroll Department to deduct from salary due, the amount authorized, and a copy of said form acceptable to Human Resources Department shall be furnished thereto in advance of said deduction. A copy of said form is attached as Appendix B.

Each month, a check for the amount of all dues deducted, along with a current list of members from whose salary dues deductions have been made, shall be transmitted to the Treasurer of the Union.

An employee who executes such authorization form shall continue to have such deductions made from their salary during the term the Agreement or until the Human Resource/Payroll Department, with a copy to the Union, are notified that the Authorization and Assessment Form is being revoked, and the employee thus redraws the authority for the deduction of dues. Dues deductions shall be made without cost to the employee or the Union.

Dues deductions shall be subordinate to deductions required by law and other deductions. No deductions shall be made if an employee has insufficient salary in any pay period. The City of Nashua shall not be responsible for deducting any arrearage in dues owed to the Union by a member, or any special or other assessment by the Union, with the exception of the deduction of initiations fees if expressly authorized on the form noted above.

Deductions shall automatically terminate upon the occurrence of any of the following events:

1. Termination of employment;
2. Transfer out of the bargaining unit;
3. Lay-off;
4. Revocation by the employee of Dues Authorization.

The Unit shall indemnify and save harmless The City of Nashua in and on account of any and all claims, suits and damages arising out of, or in relation to, such dues deductions.

Article 4A Agency Fee

An employee who elects not to pay Union Dues shall pay an agency fee for services rendered by the Union commensurate with the employee's fair share apportionment for the cost of collective bargaining, contract administration, and grievance adjustment. The City agrees to collect agency fees in the same method and manner as the collection of Union dues.

Union Fees – Grievances

Some employees' positions are subject to the terms and conditions of this agreement by virtue of inclusion in this bargaining unit although the employees have chosen not to join the union or pay agency fees. In the event that such an employee wishes to file and/or appeal a grievance under the terms of this agreement, the Union will represent such employee upon request in exchange for the following fee:

Grievance Procedure Through Step:	Fee:
1	\$ 50.00

2	\$ 150.00
3	\$ 300.00
4	\$ 400.00 (where applicable)
5	\$2,000.00 (plus arbitrator and filing fees, lost time of witnesses, travel expenses, and other costs, etc.)

All fees are to be paid up front for the above named services.

Article 5 Employee Rights

It is agreed that neither the City nor its Departments will:

- A. Dominate or interfere in the formation and administration of the Union;
- B. Discriminate in the hire, tenure, or the terms and conditions of employment of employees or potential employees, for the purpose of encouraging or discouraging membership in the Union;
- C. Discharge, suspend, discipline, or otherwise discriminate against any employee because the employee has filed a complaint, affidavit, or petition, or given information or testimony on a grievance, as set forth in RSA 273-A;
- D. Restrain, coerce, or otherwise interfere with the Union in the exercise of rights granted by statute.

It is the intention of all the parties that this article provides that the Union shall enjoy all the rights secured by RSA 273-A.

Article 6 Management Rights

Except as otherwise provided for in this agreement, the City of Nashua, its respective Boards or Commissions and officers, shall have, whether exercised or not, all the rights, powers, and authority vested in it by virtue of the Statutes of the State of New Hampshire and the Nashua City Charter and Ordinances, now or hereinafter enacted including, but not limited to, the rights to:

- A. Control the management and administration of the City of Nashua;
- B. Hire, promote from within, transfer, assign, retain, layoff, and direct employees within the City of Nashua;

- C. Suspend, demote, discharge and take other disciplinary actions against employees for just cause;
- D. Issue, modify, and enforce Rules and Regulations which do not expressly violate the terms of this Agreement.
- E. Determine the methods, means, and personnel by which the City of Nashua's operation is to be conducted, as well as to determine those operations and to assign duties, hours, and responsibilities to its employees accordingly;
- F. Exercise control and discretion over the City of Nashua, its organization, and the technology or lack thereof of performing its work;
- G. Determine the standards of selection for employment and the standards of service to be offered by the City of Nashua;
- H. Assign Union employees to work in any job classification as needed, in the judgment of the appropriate supervisor or manager.
- I. Exercise managerial policy, as set forth in RSA 273-A;
- J. Schedule the hours and days of work whether for emergency purposes or not.

The foregoing Management rights are set out for purposes of illustration and not limitation; the City of Nashua retains all such rights, powers, and authority, whether exercised or not, conferred upon it by law.

Article 7 **Strikes and Work Stoppages**

The Union shall not instigate, sponsor, or encourage any activity or action in contravention of the provisions or intent of the Agreement.

No employee shall, alone or in concert, engage in, initiate, sponsor, support or direct a strike, work stoppage, or refuse in the course of employment to perform assigned duties; or withhold, curtail or restrict services or otherwise interfere with the operations of the City of Nashua or encourage others to do so; or engage, or participate in any other form of job action.

Article 8 **Work Week and Work Schedule**

- A. The work week shall consist of seven (7) consecutive twenty-four (24) hour periods and shall stay consistent with current practice.

- B. The normal work schedule shall consist of five (5) consecutive eight (8) hour work days.
- C. Employees engaged in continuous operations such as BPW, and other jobs where employees are ordered on call at any hour of the day, shall have regular working hours and regular work weeks to suit specific jobs in these continuous operations as practiced as of the date of execution.
- D. The City may establish working hours for jobs having other than normal requirements.
- E. Any change in the regular work schedule hours shall be the subject of discussions between the Union and the City before being implemented. This subsection shall not be construed to reduce or impair managements authority pursuant to the article entitled "Management Rights" supra.

Article 9 Overtime

Overtime may be required of all employees. Compensation therefore shall be paid as required by the Fair Labor Standard Act and other pertinent law. Nonexempt employees called in from home to work shall receive a minimum of three (3) hours pay therefore at the applicable rate. Employees who are "on call" or subject to the provisions of a written procedure established by management requiring periodic work outside their regularly scheduled hours shall be paid any additional pay provided for in such procedures. Inspectors in the Community Development Division shall receive a minimum of three (3) hours pay at the applicable rate for scheduled work on Saturday or Sunday or between the hours of 9:00 p.m. and 5 a.m..

For any employee in the Public Works Division, time and one half the employee's regular hourly pay shall be paid for work assigned and performed in excess of eight (8) hours in a work day, or in excess of forty (40) hours in a work week. Paid Earned Time, paid holidays, military active duty for training, jury duty, bereavement leave, or other excusable reasons of similar urgency, shall be considered as time worked for the purpose of computing overtime pay.

When Park Department foremen go on permanent night shift assignment, all overtime for these employees in the Park Department will be based on the premium rate of pay (base pay plus shift differential) for all overtime work performed.

Overtime shall be allocated within a department on a rotating basis starting with the most senior qualified employee. The next round of overtime shall begin with the next senior employee not previously contacted for overtime. Once the list is at the bottom (least senior employee) the list will start again with the most senior. All qualified bargaining unit members in the division shall be offered overtime before members of other units.

Notwithstanding the foregoing, overtime in emergency situations shall be assigned as determined by management in order to best address the emergency. In this event, employees required to work overtime for the emergency will be skipped over the next time they would be eligible for non-emergency overtime.

For the purposes of this section, seniority shall be calculated on the same basis as Job Posting/Lay-offs and Recall.

The City and the Union will jointly maintain an updated overtime rotation list. The Union will provide the City with any changes in contact information. These changes will be made to the list as soon as they are received from the Union. Any errors in allocating overtime will be corrected immediately by placing the missed individual at the top of the overtime list and giving him or her the next overtime opportunity. This subsequent opportunity will be offered for the same number of hours as the missed opportunity. The employee's original position on the overtime list will not change with this action. Corrections of errors in allocating overtime shall be handled in this manner not more than once per individual employee per fiscal year.

Employees who agree to be "on call" shall be compensated one (1) hour of overtime rate (time and a half) per day. The employee will be issued a pager or cell phone and respond to it if paged or called.

Overtime opportunities for street foremen shall be as follows:

- List A: Street Foremen
- List B: Other Street Department Foremen
- List C: Other qualified UAW employees in the Street Department
- List D: Park Department Foremen
- List E: All other qualified UAW employees

Snow overtime opportunities for street foremen shall be as follows:

- List A: Street Foremen
- List B: Other Street Department Foremen
- List C: Other Snow Route Foremen, not in the Street Department
- List D: Other qualified UAW employees in the Street Department
- List E: Park Department Foremen
- List F: All other qualified UAW employees

In the event that no one volunteers for duties relative to snow operations, any new UAW employee hired or promoted on or after June 2, 2003 is required to be available for snow-related overtime and will be assigned by reverse seniority on a rotating basis.

Anyone who is on Earned Time Leave or who is under medical restrictions or who has reasonable justification for not being available shall not be required to accept overtime assignments.

The City shall provide the Union with the qualifications necessary to assume, on a temporary basis, the duties of a snow route foreman, and once an employee has been determined to have these qualifications, the employee shall be included in List F.

The City shall provide any necessary training to allow employees to become qualified for these snow operations.

Article 10
Seniority

Seniority shall be defined as the continuous length of service with the City of Nashua. For the purpose of Lay-offs, Recall and Job Postings seniority shall be in accordance with the following:

Three points [3] shall be awarded for each completed year an employee works in a specific department.

Two points [2] shall be awarded for each completed year an employee works in a specific division, and out of the department.

One point [1] shall be awarded for each completed year an employee works for the City and out of the division, and out of the department.

Seniority shall be based on the total number of points an employee has accumulated.

For an example an employee with eleven years with the City in continuous service, and as follows:

department	division	city
5	3	3

would have 24 points $[5 \times 3 + 3 \times 2 + 3 \times 1]$.

The City shall furnish the Union Chairperson with an up-to-date Seniority List on a monthly basis. The City will also furnish the names of all new hires, promotions, layoffs and terminations on a weekly basis.

Seniority shall be broken for the following reasons:

- a) If the employee quits or retires.
- b) If the employee is discharged for just cause.
- c) If the employee is laid off for a period of time greater than two (2) years.

Until an employee has served the probationary period, the employee has no seniority status and may be discharged or laid off without cause. Upon successful completion of the probationary period, seniority will accrue retroactively to the date of hire.

The employee shall accumulate seniority while on an authorized leave of absence.

Article 11
Grievance Procedure

In the event that differences arise with respect to any provision of this Agreement, an earnest effort shall be made to settle such differences promptly in the following order and manner:

- Step I** An employee shall present an oral grievance with or without the assistance of the Union to the employee's immediate supervisor. The supervisor shall respond to the grievance within five (5) working days. If the grievance is not settled at this step, the grievance may proceed to the next step. The employee will be paid at the employee's regular rate of pay for time spent presenting the oral grievance, if during work hours. Any resolution of the grievance shall not be inconsistent with the terms of this agreement. The Union shall be notified of the resolution of the grievance.
- Step II** The grievance shall be set forth in writing on the form as provided in Appendix C.
- The grievance must be signed by the aggrieved employee and Union Representative, and presented to the employee's Department Head within five (5) working days after receipt of the supervisor's decision in step I.
- The Department Head will be given five (5) working days after the receipt of the grievance to have a meeting with the aggrieved party and communicate a decision in writing to the Union. If the grievance is not settled to the satisfaction of the employee and the Union, or if no reply is communicated after the five (5) working days, the grievance may proceed to Step III.
- The city and the union may agree to proceed directly from Step I to Step III in an effort to expedite the grievance process.
- Step III** The Union will inform the Division Director and Human Resources Manager of the grievance, in writing and within five (5) working days of the Department Head's decision or lack thereof. The Union shall provide the Division Director and Human Resources Manager with copies of all prior communications. The Division Director and/or the Human Resources Manager will be given ten (10) working days to jointly meet with the union representative and aggrieved employee and communicate a written decision to the Union.
- If the grievance is not settled to the satisfaction of the employee and the Union, or if no reply has been communicated after the ten (10) working days, the grievance may proceed to Step IV for positions governed by an established Board of Commissioners (Fire, BPW, etc.) and to Step V for all others.
- Step IV** The Union will inform the Board of Commissioners of the grievance, in writing and within five (5) working days of the Division Director's decision or lack thereof. The Union shall provide the Board with copies of all prior communications. The Board of Commissioners will be given twenty (20) working days to meet with the

union representative, with or without the aggrieved party, and communicate a written decision to the Union. If the grievance is not settled to the satisfaction of the employee and the Union, or if no reply has been communicated after the twenty (20) working days, the grievance may proceed to Step V.

Step V Within twenty (20) working days of the Division Director's and/or Human Resources Manager's, or applicable Board of Commissioners decision, or expiration of the decision period, the Union will have the option of submitting the grievance to arbitration. The Union shall inform the Human Resources Manager in writing of its decision to arbitrate.

The choice of Arbitrator shall be by agreement of the two parties. However, if no such agreement has been reached within ten (10) working days notice of intent to arbitrate, the grievance may be referred to the Public Employee Labor Relations Board for the selection of the arbitrator in accordance with the procedures then obtaining. All decisions of the arbitrator shall be binding. The arbitrator shall have no authority to award a monetary remedy hereunder other than for lost compensation which would have been otherwise received pursuant to the terms of this agreement.

The operation of this grievance and arbitration agreement shall be subject to the provisions of Chapter 542 of the New Hampshire Revised Statutes Annotated.

Time Limitations

The city and the union may waive steps or extend the time for any action stated above by mutual consent in writing, but all the steps of this procedure shall be handled as expeditiously as possible with a view to promoting and maintaining harmony. Request of either party for extensions of time shall not be unreasonably denied.

Failure at any step of this procedure by the City to communicate a decision in writing on a grievance within the time specified shall permit an appeal of the grievance to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at the step.

No grievance will be considered unless it is presented in Step I within 15 days of the date that the employee and/or union became aware that a contract violation may have occurred.

Right to Withdraw

The aggrieved party has the right to withdraw the grievance at any time during the proceedings.

Union Representation

The City will allow the grievated party reasonable time to meet with Union representatives for the purpose of discussing and presenting the grievance. Whenever possible, the Union representative will notify their immediate supervisor when they are meeting with the grievated party.

Fees

The fees and expenses charged by the arbitrator shall be shared equally by the City and the Union.

Mediation

Grievance Mediation may take place, at no cost to either party, in the grievance procedure at any time if agreed by both parties. Either party may submit a request to the other requesting Grievance Mediation. The parties may use any mediator or service, including the Federal Mediation and Conciliation Service or may agree to mediate without a third party.

Article 12**Job Posting/Lay-Offs/Recall**

Each position shall be defined by a ~~Position Job Description Form (PDF)~~. All ~~PDFs Job Descriptions~~ shall be reviewed and evaluated and assigned a grade. The Union shall have input in the ~~PDF Job Description~~ process and shall be notified when any ~~PDF Job Description~~ is being created, under review, being reevaluated or has been requested to be reevaluated.

Effective upon the ratification of this agreement, the City and the Union agree to meet and discuss the criteria for use in determining upgrades for positions and the procedures by which employees may request to have their ~~PDFs Job Descriptions~~ reviewed for possible upgrade.

Eligibility: All vacancies in positions within the bargaining unit will be subject to the posting procedures specified in this Article. When filling vacancies for positions covered by this Agreement, current regular full-time and part-time UAW bargaining unit employees who have completed their probationary period are eligible to apply for a vacant position.

General Posting Policy:

Internal Postings - A notice of position vacancy shall be communicated to all UAW bargaining unit employees. The notice of position vacancy will be distributed to every department and posted on the City's bulletin boards for five (5) working days to allow qualified eligible employees to apply. The notices will include information on job title, grade, salary/hourly rate, department, Union Affiliation, brief description of the job content, and position qualifications. If after the posting of the notice, no qualified employee has applied, the notice of vacancy shall be posted externally in accordance with the Human Resource Department requirements.

Within 60 days of a permanent opening, the City shall either post the position and fill it as stated above or eliminate the position with such notice to the Union. The City can request an extension of time to fill an opening, which will not be unreasonably denied by the Union.

The settlement agreement concerning job postings Dated July 25, 2005 (~~Appendix F~~) is incorporated into this agreement as follows:-

1. The UAW agrees that internal job postings of supervisory or administrative positions in UAW-represented bargaining units will be first communicated to all UAW and AFSCME bargaining unit employees. The job postings will be distributed to every department and posted

on the City's bulletin boards for five working days to allow qualified eligible employees to apply. If after the posting of the notice, no qualified employee has applied, the job posting shall be posted externally in accordance with Human Resource Department requirements.

It is understood that under AFSCME's collective bargaining agreement with regard to promotions to supervisory or administrative positions, the language in its 2002-2006 agreement and any successor agreement shall continue to limit AFSCME to grieving only issues of City notice and consideration for the posting and not the City's employee selection.

It is further understood that under UAW's collective bargaining agreement with regard to Article 12, Job Posting / Lay-Offs / Recall, the language in any successor agreement shall incorporate the understanding set forth in this paragraph and no further negotiation shall be required of the UAW by the City on internal postings.

2. [Omitted intentionally.]

3. The City agrees that with regard to vacant or newly created merit positions, a notice of position vacancy shall be communicated to all merit and UAW bargaining unit employees before notice is communicated to other City or external candidates. Such first notice shall be distributed to every department and posted on the City's bulletin boards for five working days to allow qualified eligible UAW bargaining unit employees to apply. If after the posting of the notice no qualified UAW bargaining unit member has applied, the notice of vacancy shall be posted externally in accordance with the Human Resource Department requirements.

Selection of qualified candidate:

The hiring manager shall make the final decision when filling the position; however, the guidelines for filling any open position prior to commencing work are based upon the employee's ability, qualifications, experience, background check, and/or a driving record check and the ability to successfully pass a physical examination, if required for the vacant position. The best qualified candidate shall be selected. Where qualifications between applicants are relatively equal, seniority as calculated in Article 10 will be used to award the position.

The notice for vacant positions shall not be posted, externally, until all internal applications have been reviewed and/or interviewed.

Each new employee shall receive a copy of the current Collective Bargaining Agreement covering the position (via electronic copy if appropriate) and be permitted reasonable time to meet with a Union representative. The city shall notify the union on or before the hiring date of any new UAW employee so that the union may send a representative to meet with the employee at the time of hire.

The City shall notify the Union (via email if appropriate) of each new employee as they are hired, including the employee's name, address, position title, department, and work location within five (5) business days of their employment with the City.

Promotional Opportunities:

A promotional employee shall have a performance evaluation completed at least once during the probationary period. Should the promotional employee's performance be unsatisfactory, or should the promotional employee find the job unsatisfactory anytime during the promotional probationary period, the promotional employee shall be entitled to return to the position from which promoted within thirty (30) days of the promotion, unless extended for an additional thirty (30) days by management.

Probationary Period:

The probationary period for all new hires will be at least ninety (90) calendar days and may be extended by management in order to provide the employee additional time to be successful. In no case will the probationary period be more than 180 days. For promotional employees, the probationary period is 30 calendar days, unless extended as above.

Rate of Pay:

Persons appointed to positions for the first time shall be paid an amount within the established range for the position. All promotional probationary employees are eligible for any and all overtime opportunities.

Lay-Off Provision:

Management reserves the right to lay-off employees as deemed necessary to conduct its operations. In the event of layoff management will give 30 days written notice to affected employees. When making layoff decisions, such factors as job performance, absenteeism record, and workload of personnel will be considered. If management finds all factors to be reasonably equal for the employees subject to layoff, then reverse seniority shall be utilized in making the layoff decision. In cases where an employee has five (5) or more years of seniority, the employee shall be eligible to bump the least senior employee remaining in a position class series in his/her department for which he/she is qualified, if any. In the event that there is no one available to bump in the department, the employee may exercise the same bumping rights in their division.

Recall Provision:

Laid off employees shall be eligible for recall for a period of two (2) years from the date of layoff. A laid off employee shall be given preference for any position which he/she may be qualified during said period. Recalled employees must be qualified for the position to which recalled. The Human Resource Department shall send notices of other position vacancies to all employees eligible for recall to their last known address.

Article 13**Distribution of this Agreement**

Upon final execution of this Agreement, the City shall print and distribute or distribute via email an initial copy of this Agreement to all unit members in the employ of the City as of the execution date. The Union shall be responsible for distributing a copy of the Agreement to all unit members hired after the date of execution.

Article 14 Holidays

Employees covered under this agreement shall receive straight time wages and not be required to work on the following holidays, except as otherwise provided in this article:

New Years
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas
Presidential Election Day [every four years]
Presidents' Day

In addition to the above days, two (2) holidays shall be determined by the Mayor in January of each year.

Employees working in the Public Works Division shall have the same holidays as those specified in Article 15A of the collective bargaining agreement between the Board of Public Works of the City of Nashua and Local 365 of the American Federation of State, County and Municipal Employees, AFL-CIO, provided that the total number of holidays shall be no less than holidays listed above.

Employees required to work a holiday shall receive one and one half (1.5) their usual straight time rate of pay for hours worked. In addition they shall receive holiday pay unless, prior to submission of the weekly payroll, the employee requests in writing to take the holiday time off on a scheduled work day satisfactory to management, within three (3) months from the date of the holiday.

When a holiday occurs during scheduled time off, the holiday shall be paid at straight time and the employee will not be charged with earned time for that day.

If a holiday falls on a Saturday and is observed on a Friday, said Friday shall be a paid holiday. If a holiday falls on a Sunday, and is observed on a Monday, said Monday shall be a paid holiday.

Article 15 Unpaid Leaves

A leave of absence is an unpaid, excused absence approved in advanced by the employees immediate supervisor, department head, division director and the Human Resource Department. Employees on a leave of absence shall receive no pay from the City.

Request for leave of absence shall be documented for approval on a personnel action form. The City shall have no obligation to grant unpaid leave of absences, but will endeavor to do so where reasonable and consistent with its operational needs.

Failure on the part of an employee on a leave of absence to report at its expiration, shall be cause for termination of employment.

An employee on a leave of absence should not accept employment or conduct a business unless the activity was previously approved by the Human Resource Department.

Employees who are absent because of non-occupational illness or disability may be granted unpaid leave of absence after the expiration of all benefits, earned time and sick pool leave to which the employee is entitled.

Employees shall not be entitled to bereavement leave pay or holiday pay while on an unpaid leave of absence.

Earned time benefits will not accrue for the employee on an unpaid leave.

Payment of Health, Dental and Life Insurance Benefits While on Unpaid Leaves

During a leave of absence for personal illness, the City will continue to pay its portion of health, dental and life insurance premiums, for up to six (6) months. The employee will continue to pay their portion of the premiums during that period, and thereafter shall pay 100% of the cost to continue coverage.

Payment of group insurance premiums during a leave of absence must be arranged in advance with the Human Resource Department and the Risk Management Department.

Article 16

Bereavement Leave

The City permits absence from scheduled work with pay necessitated by death in your immediate family, up to a maximum of three (3) regularly scheduled workdays at their straight time rate of pay per occurrence.

The immediate family includes the employee's spouse or domestic partner and the following relatives of the employee, employee's spouse or employee's domestic partner: children, step-children, brother, step-brother, sister, step-sister, parents, step-parents, grandparents, grandchildren, daughter-in-law, son-in-law. The term child includes the loss of the fetus after the second trimester of the pregnancy.

The City permits absence from scheduled work with pay necessitated by death of an employee or employee's spouse's or domestic partner's aunt or uncle, niece or nephew or the loss of a fetus

after the first trimester of the pregnancy, for one (1) regularly scheduled workday at their straight time rate of pay per occurrence.

Employees may be required to submit official notice or medical verification to substantiate the bereavement leave request.

Employees on a scheduled leave of absence are not eligible for bereavement leave pay.

In the event the death for which leave is taken occurs during use of Earned Time, in accordance with Article 41, and the employee desires to take bereavement leave during that period of the usage of Earned Time, the bereavement time taken during the use of Earned Time shall not be charged against the employee's Earned Time accruals.

Article 17

[Deleted]

Article 18

Jury Duty Pay

All persons covered under this agreement which are called upon to serve as a juror will be paid the difference between the fee received for such service and the amount of straight time earnings lost due to the jury duty.

Article 19

Workers' Compensation

Workers' compensation shall be provided by the City with coverage as specified in legislation of the State of New Hampshire.

In the event an employee is injured on the job and is collecting workers' compensation, the City agrees to:

- 1 - pay the employee each week, the payment will include the difference between the amount they are paid under Worker's Compensation and the amount of the employee's pay for their regularly scheduled work week as in effect at the time of the injury.
- 2 - make such supplemental payments for as long as the employee is disabled, but in no case longer than six (6) months from the date of injury.
- 3 - continue to accumulate all benefits [earned time] during the period in which the employee is out on Workers' Compensation, up to six (6) months from the date of injury.

An employee injured while on the job and absent because of such injury shall be paid by the City for the full day which the injury occurred.

Article 20 Tuition Reimbursement

The City shall continue to maintain the existing "tuition account" as a combined account for Professional and Clerical/Technical employees covered under their respective collective bargaining agreements with UAW Local 2232. Funds that are not used in any year will remain available in subsequent years until spent. Tuition reimbursement will be available to employees who are laid-off but have received approval for and commenced taking a course prior to their layoff. The tuition monies will be administered by the Human Resource Department. Funds will be disbursed on a first come, first served basis.

On ~~July 1, 2012 and July 1, 2013~~ July 1, 2014, July 1, 2015, and July 1, 2016, the City shall contribute the sum of ten thousand dollars (\$10,000.00) to the above-described "tuition account".

In addition, if on June 30, ~~2013~~ 2015, 2016, or 2017, there are no remaining funds in the tuition account and there are Professional or Clerical/Technical employees who have not received any funding from the tuition account in that fiscal year, and who are eligible for reimbursement for work-related courses, degrees, or certificate programs, then each fiscal year the City shall pay up to three thousand dollars (\$3,000.00) for said reimbursement.

~~In addition, if on June 30, 2014, there are no remaining funds in the tuition account and there are Professional or Clerical/Technical employees who have not received any funding from the tuition account in that fiscal year, and who are eligible for reimbursement for work-related courses, degrees, or certificate programs, then the City shall pay up to three thousand dollars (\$3,000.00) for said reimbursement.~~

Reimbursement is as follows:

Seventy five percent (75%) for courses taken in a work related degree or certificate program,
Seventy five percent (75%) for work related courses, and

Fifty percent (50%) for courses taken in a non-work related degree or certificate program, and
Fifty percent (50%) for "other" courses, non-work related, non-degree provisions pursuant to the following:

Forms for the "other" courses must be submitted to the Human Resource Department by June 1st of each year. Monies will be disbursed on a first come first served basis and as funds permit. No monies for "other" courses will be disbursed prior to June 1st of each year.

Reimbursement eligibility is in the order set forth above to the limit of available funds. All courses must be approved in advance by the Human Resources Department in order to be eligible for reimbursement. Any single individual employee may utilize up to fifteen percent of the total tuition account per fiscal year. However, if such an employee would be entitled to

additional reimbursement but for this limit, and there is any money remaining in the tuition account at the end of the fiscal year, said employee can request additional reimbursement. The Human Resources Department will develop such administrative policies and forms as may be needed from time to time to efficiently administer this program.

Reimbursement is subject to the following:

Students enrolled in a bachelors degree, associates degree or certificate programs and students taking non work related courses must achieve a "C" or better in the course to be reimbursed.

Students enrolled in graduate studies must achieve a "B" or better in the course to be reimbursed.

Students enrolled in "other" courses, including courses without grades, must show documentation of completion of the course.

Mandatory Courses

Courses required to be taken by the City of Nashua, shall be reimbursed at one hundred percent of all tuition, lab, registration and related expenses. The City shall fund all expenses separate of the "tuition account" described above.

~~At the same time as the start of employee payroll deductions for increased health insurance contribution amounts due retroactively, the parties agree that \$64,985.00 (reflecting the tuition account balance on May 1, 2012) shall be deducted from the tuition account and used towards a one-time prorated (based on type of plan) employee credit to partially offset those increased health insurance contribution amounts due retroactively, as further described in Article 23, Health Care.~~

**Article 21
Alternative Schedules**

Employees shall ordinarily work five (5) eight (8) hour days per week as scheduled during normal city business hours by management. Employees may request alternative schedules. In the event that City operations warrant, management may establish alternative schedules. If alternative schedules are not established for all employees performing the same duties, those employees concerned may select the schedule they prefer on the basis of seniority up to the number of employees to be assigned the alternative schedule.

**Article 22
Long Term Disability (LTD)**

Full time employees and part time employees working twenty (20) or more hours per week who are covered by this agreement and who have been employed by the City for one (1) year on an uninterrupted basis except by reason of layoff, on the job injury or approved leave of absence, shall be covered for long term disability under a policy of insurance, the premium for which is to

be fully paid by the City, subject to such eligibility requirements and other terms and conditions as the carrier may establish. The City reserves the right to change long term disability insurers to another commercially available program having overall comparability of coverage to that currently in effect on the date of execution hereof, or to self insure said coverage. Employees are encouraged to maintain adequate earned time balances to cover the elimination period for the long term disability benefit in the event a claim is made.

Article 22A
Short Term Disability (STD)

The City of Nashua will offer Short Term Disability coverage to all employees covered under this CBA. Participation in this program will be completely optional and funded entirely at the employee's expense.

The City of Nashua will provide administrative support in maintaining this program, similar to what is currently offered to DPW employees.

Article 23
Health Insurance

The City shall provide, subject to the provisions of this article, upon request of an eligible member of the bargaining unit, the amount of the premium specified below for an individual, two person, or family plan, of one of the following:

- (a) Point-of-Service-Plan with benefits comparable to those currently provided;
- (b) HMO Plan with benefits comparable to those currently provided; or
- (c) The city may make additional plans available to members with benefit levels and premium cost sharing determined by the city in its sole discretion.

The option of the health care plan is at the sole discretion of the City. It is agreed by all parties concerned that the city reserves and shall have the right to change insurance carriers provided the benefits to participants are comparable and the city elects the least expensive plan available to provide such benefits.

Should the City determine that it is in the best interests of the City to offer a "comparable" plan to either option "a" or "b", it shall provide at least one hundred twenty (120) days prior written notice to the Union and documentation of the cost to members and the benefits that will be provided under the comparable plan. Should the Union determine that the proposed plan is not comparable, the grievance shall not be subject to the grievance procedure and shall be submitted directly for arbitration no later than thirty (30) days after the Union is notified of the proposed change to the comparable plan. The grievance shall be heard in an expedited manner. The decision of the arbitrator shall be binding on both parties.

Comparable Plan Definition: For the purposes of this Article, a comparable plan means no additional out-of-pocket increases to employees and no reduction in current benefits. In addition, the plan must provide reasonable access to health services and physicians, including specialists and hospitals.

For the duration of this Agreement, either party to the Agreement may request that a joint labor/management committee be convened to consider the performance of the aforementioned plans and any changes thereto.

Effective January 1, 2008: For eligible members, the City shall contribute 80% of the premium for option (a) and 90% of the premium for option (b). The City shall contribute toward the premium of the city indemnity plan the same dollar amount it contributes toward the premium of option (a).

Effective October 1, 2011: For eligible members, the City shall contribute 70% of the premium for option (a) and 80% of the premium for option (b).

The amount of increased health insurance contributions due retroactively may be paid through payroll deductions spread over the duration of this collective bargaining agreement.

Effective 30 days after final approval of the cost items of this collective bargaining agreement, all plans offered by the City shall have the following features:

- (a) Twenty Dollars (\$20.00) co-pay per medical visit;
- (b) One Hundred Dollars (\$100.00) co-pay per emergency room visit;
- (c) Two Hundred and Fifty Dollars (\$250.00) per person, Five Hundred Dollars (\$500.00) per two-person or family inpatient/outpatient facility deductible; and
- (d) Three tier pharmacy benefit of \$5/\$15/\$35 (\$5/\$30/\$70 mail order)

Any eligible member of the bargaining unit requesting initial membership in a plan may enter during a specified enrollment period. Any eligible member desiring to select a different plan may make such a change only during the annual enrollment period. Eligible members moving into or out of a HMO or Point-of-Service Plan service area may change plans within a specified period after such move to the extent permitted by the plans.

ANNUAL AUDIT: The City of Nashua hereby agrees to conduct a yearly loss ratio analysis of all Health Insurance plans offered to employees and return all employee overpayments in the form of a Health Insurance Premium Holiday at the completion of the analysis.

Regular part time employees working a minimum of 20 hours per week are covered by the provisions of this article 23 on a pro rata basis. The proration is based on the ratio the employee's regular weekly work hours are to 40 hours. The proration applies to the City's premium contribution.

~~Concurrent with the start of employee payroll deductions for increased health insurance contribution amounts due retroactively, the City shall give a one-time prorated (based on type of insurance plan) employee credit to partially offset those increased health insurance contribution amounts due retroactively, as follows:~~

~~—— For employees currently enrolled in a one-person health insurance plan: \$340.16~~

~~—— For employees currently enrolled in a two-person health insurance plan: \$682.15~~

~~—— For employees currently enrolled in a family health insurance plan: \$912.20~~

~~Regular part-time employees working a minimum of 20 hours per week shall receive these amounts on a pro-rata basis, with the proration based on the ratio of the employee's regular weekly work hours to 40 hours.~~

Article 24 **Dental Insurance**

The City shall pay one hundred (100%) percent of the premium of a two person plan dental insurance program such as Delta Dental, currently in effect on the date of execution hereof. The City reserves the right to change insurance carriers or plans, or to self insure the same. Such new plans shall offer benefits commercially available in the market and shall have overall comparability of coverage to the above referenced plans to the extent said coverages are commercially available.

Regular part time employees working a minimum of 20 hours per week are covered by the provisions of this article 24 on a pro rata basis. The proration is based on the ratio the employee's regular weekly work hours are to 40 hours. The proration applies to the City's premium contribution.

Article 25 **Life Insurance**

The City agrees to pay one hundred percent (100%) of the premium cost of a Basic Life Insurance and AD&D for full time employees and part time employees working twenty (20) or more hours per week only, in an amount equal to one and one half (1.5) the employee's annual straight time wages, rounded to the nearest thousand dollars. Employees may purchase at their expense optional life insurance in denominations of up to three times their basic amount to a maximum of three hundred thousand (\$300,000) total, basic and optional combined, subject to any eligibility or other rules prescribed by the insurer. The City reserves the right to change life insurance providers.

Article 26
Dependent Care Assistant Program

Employees with dependents may be eligible for the Dependent Care Assistant Program as authorized by the Federal Government. The program allows a city employee up to a \$5,000 a year deduction from earnings without taxes [Federal, FICA] to be used for dependent care. The City agrees to maintain this program in effect during this agreement so long as the same remains authorized in its present form by the Internal Revenue Code. Compliance with the Internal Revenue Code and any and all liability for taxation are the sole responsibility of the employee.

Article 27
Pay Period

The pay period will run from Sunday through Saturday, and all employees covered under this agreement shall be paid on a weekly basis, Thursday of each week, unless a holiday falls on such day, in which case pay day will be the day prior.

Article 28
Retirement System

Employees covered under this agreement shall join the New Hampshire Retirement System, if and when eligible to do so, in accordance with the rules of that system, unless they are employees of the ~~Department~~ Division of Public Works. ~~Department~~ Division of Public Works employees shall join the ~~Department~~ Division of Public Works retirement system, if and when eligible to do so, in accordance with the rules of that system. The City and the employees agree to comply with all rules and regulations of the pertinent system, including contribution rates, as established from time to time. If entry requirements for the DPW system are lawfully modified this article will be modified to reflect such a lawful change.

In the event that the city employees represented by AFSCME opt to change their pension plan for new hires to join the state plan, or if the current DPW system is changed [for new hires] by ordinance, the Union agrees to meet with the City and discuss implementation of the said changes.

Article 29
Military Service

Any full time employee covered under this Agreement who leaves to enter directly into involuntary active service in the Armed Forces of the United States is granted a military leave of absence for the anticipated length of service. A Military leave of absence entitles an employee to be reinstated to the position held, or one similar in pay and status, so long as the employee provides notice of his/her desire to resume such employment within thirty (30) days of discharge from the armed forces and the employee accepts such discharge at the earliest possible date.

Article 30
Military Reserve and National Guard Pay

Any full time employee covered under this Agreement called to serve not more than a seventeen (17) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his or her pay for such government service and the amount of straight time earnings lost by the employee by reason of such service, based on the employee's regularly scheduled straight time rate. Such payments are to be made following the showing of satisfactory evidence of the amount of pay received for such service.

An employee covered under this Agreement called to serve duty with the National Guard or Armed Forces Reserves in the time of war or national conflict will be paid the difference between his or her pay for such government service and the amount of straight time earnings lost by the employee by reason of such service, based on the employee's regularly scheduled straight time rate. Such payments are to be made following the showing of satisfactory evidence of the amount of pay received for such service.

Article 31
Deferred Compensation

The City will continue to offer a deferred compensation plan to all employees covered under this contract during the term hereof so long as it is authorized to do so in the present manner under the Internal Revenue Code. Deferred compensation allows the employee to defer income and the associated taxes from their paycheck, until they receive the money sometime after retirement. Compliance with the Internal Revenue Code and any and all liability for taxation are the sole responsibility of the employee.

Article 32
Mileage Reimbursement

Use of City owned vehicles

If you are assigned a City-owned vehicle and are allowed to take the vehicle home at night and on weekends, the Internal Revenue Service has ruled that the personal use of the city owned vehicle, that is commuting back and forth to work and any other non-work use, is subject to federal withholding and social security tax, where applicable. This rule does not apply to emergency vehicles specifically police and fire vehicles.

The deductions therefore will be made weekly, based on an annual evaluation of the value of the personal use of the vehicle. The personal use value shall be as required by the Internal Revenue Code and Regulations.

The multiplier used to determine the employees deduction shall be the current Internal Revenue Service mileage reimbursement rate.

Mileage reimbursement

If by nature of your job description you are required to use your privately owned vehicle you shall be reimbursed at the current city mileage reimbursement rate or the current Internal Revenue Service mileage reimbursement rate, whichever is higher. Requests for reimbursements must be submitted within 30 days of the date the mileage was incurred. The City will provide AFR10 mileage log books or a mutually agreeable substitute log book for recording mileage.

All employees who, at the date of the signing of this collective bargaining agreement, currently use their privately owned vehicle, shall be allowed to continue to do so through the remainder of this collective bargaining agreement.

Article 33 Travel

Occasionally employees travel as part of their duties. When the need for travel occurs the City shall pay all cost related to the travel consistent with the City's travel policy. Cost shall include, but not be limited to: transportation cost [plane, train, automobile rental [if required], automobile at the prescribed mileage rate, etc.], meals including tax and tip, lodging [including all taxes and a five (5) minute phone call home each night] and other reasonably related miscellaneous expenses.

Travel mileage payments shall be computed by the Financial Reporting Office in accordance with the approved travel tables prepared by the New Hampshire Department of Transportation and Rand McNally.

Article 34 Personnel File

Every employee covered under this Agreement shall be entitled to access to supervisory records and reports of competence, personal character and efficiency, along with all other information maintained in their official personnel file. The City shall allow the employee access to their file within twenty four (24) hours notice. Upon request the City shall copy the file for the employee. Subsequent copies will be made at cost.

Article 35 Protective Clothing

The City shall provide employees with all legally required protective clothing at City expense. The City will, in its reasonable discretion, provide protective clothing and equipment to employees performing operations in departments where it determines that such clothing and equipment will enhance employee safety or comfort.

In addition, the City will provide employees with a clothing allowance adequate to purchase four (4) sets of uniforms per year in departments where uniforms are required.

Article 36 **Performance Evaluations**

Performance evaluations shall be completed annually by the employee's direct supervisor on or about June 30th of each year. The employee will not be required to sign said evaluation until such a time as all reviewing persons have had a chance to comment.

The City and the Union (both UAW units) shall form a six (6) person committee made up of three (3) Union members (with at least one member from each UAW unit) and three (3) City (management) members. This committee shall review the existing employee evaluation forms, which shall be used in the interim. Any recommendations by a majority of the committee on changes to the evaluation form shall be implemented for the following evaluation year.

Article 37 **Wages**

~~Effective July 1, 2011, increase the compensation grid by 0.5%, with all employees on the grid receiving the corresponding increase as of July 1, 2011 or date of hire, whichever is later. Only employees who are active employees on the date when cost items receive final approval are eligible to receive this increase.~~

~~Effective July 1, 2012, increase the compensation grid by 1.0%, with all employees on the grid receiving the corresponding increase as of July 1, 2012 or date of hire, whichever is later.~~

~~Eligible employees who receive a satisfactory job evaluation on June 30, 2013 will receive a one step increase on July 1, 2013.~~

Employees hired on or before August 31, 2014 in grades 5 and higher shall use the compensation grids in Appendix D.

Employees hired after August 31, 2014 and all employees in grades 1-4 shall use the compensation grids in Appendix D-1.

Eligible employees who received a satisfactory job evaluation on June 30, 2014 will receive a one step increase on July 1, 2014. Only employees who are active employees on the date when cost items receive final approval are eligible to receive this increase.

Effective July 1, 2014, increase the compensation grids by 0.75%, with all employees on the grids receiving the corresponding increase as of July 1, 2014 or date of hire, whichever is later. Only employees who are active employees on the date when cost items receive final approval are eligible to receive this increase.

Effective July 1, 2014, remove the lowest step from all grades on the compensation grids and add one additional step at the top of all grades on the compensation grids with a 2% increase from the prior step.

Eligible employees who receive a satisfactory job evaluation on June 30, 2015 will receive a one step increase on July 1, 2015.

Effective July 1, 2015, remove the lowest step from all grades on the compensation grids and add one additional step at the top of all grades on the compensation grids with a 2% increase from the prior step.

Eligible employees who receive a satisfactory job evaluation on June 30, 2016 will receive a one step increase on July 1, 2016.

Effective July 1, 2016, remove the lowest step from all grades on the compensation grids and add one additional step at the top of all grades on the compensation grids with a 2% increase from the prior step.

Effective September 1, 2016, increase the compensation grids by 0.75%, with all employees on the grids receiving the corresponding increase as of September 1, 2016 or date of hire, whichever is later.

The parties agree that the increases to the grids are cost of living increases and that only the steps on the resulting grids constitute part of a pay plan under RSA 273-A:12, VII.

In the event that an employee has not completed a satisfactory evaluation on June 30 of a fiscal year, the supervisor may, at his or her discretion, extend the employee's evaluation period for a period not to exceed 3 months. At the completion of that period, the supervisor will conduct an evaluation to determine if the employee has completed the goals for which he or she is being evaluated. If the employee then receives a satisfactory evaluation, he or she will be eligible to receive the step raise.

In the event that an employee is reclassified to a higher position within the bargaining unit, he or she will be eligible to receive the step raise regardless of the effective date of the reclassification.

Any newly hired employee or any employee promoted on or before December 31 of any calendar year will be eligible for a step raise provided that they receive a satisfactory performance evaluation for that evaluation period.

A list of initial grade assignments is attached as Appendix E. It is agreed that, during the term of this agreement, new positions may be created or grade assignments may change due to reclassifications. The City will pay the employee based on the new grade assignment.

Provision applicable to the FY2012-FY2014 contract:

If any city bargaining unit receives a more favorable wage package, the Union may open the wage portion of this agreement for renegotiation.

**Article 38
Parking Garage**

All employees covered under this Agreement shall be allowed to park at no cost to the employee in any City owned or leased lot or garage while on city business.

The City will make parking passes available to all employees covered under this Agreement, to be used for travel to City Hall and other City locations on City business.

City Hall parking will be allowed in the Elm Street Parking Garage on the second level beyond the open gate or on the upper levels.

**Article 39
Bulletin Boards/Mail**

Bulletin Boards

The City agrees to provide space for suitable bulletin boards in convenient places in each work area, to be used by the Union. The Union shall limit its posting of notices and bulletins to each bulletin board. Posted materials and notices shall pertain only to union business. The Union agrees to maintain such bulletin boards in a neat and orderly condition.

Mail/Email

Officers or officials of the Union shall have the right to reasonable use of the City's in-house mail/email service for correspondence related to grievances or union membership notifications.

**Article 40
Disciplinary Procedures**

A. It is agreed that the City has the right to discipline or discharge employees for just cause. Discipline shall be corrective in its nature and ordinarily utilized progressively. Disciplinary actions shall normally follow the order below:

1. Verbal warnings
2. Written warnings
3. Suspensions without pay
4. Discharges

Demotion may be used for disciplinary purposes in appropriate instances. In the event of suspension, demotion, or discharge, the reasons for the action taken will be given in writing to the employee within 24 hours.

It is understood that the severity of any particular infraction may warrant deviation from the aforementioned steps.

- B. Any employee disciplined or discharged shall, be entitled to the provisions of the Grievance Procedure, and will be allowed a representative of their choosing. If requested in writing by the employee, a hearing must be held with the Union, Division Director and the Human Resource Manager within seven (7) calendar days of the disciplinary action or discharge.
- C. Provided that the employee has not had recurrence of discipline within the specified period, written warnings will be removed from the employee's personnel file after twelve (12) months and all suspension shall be removed within two (2) years. The prior unexpired discipline is carried during the period of any subsequent equal or greater discipline.

Article 41 Earned Time

Generally:

Earned Time is an alternative approach to the traditional manner of covering absence for vacation, personal leave days, sick leave, and other types of leave. Instead of dividing benefits into a specific number of days for each benefit, earned time amalgamates these days, into a single benefit. Earned Time can be used for a variety of purposes including a payment in cash at the time of termination, but only as provided in this Article. Earned Time is accrued for any month in which an employee has been employed at least fifteen (15) calendar days, beginning the first day of any month. Paid leave and absences for jury or military reserve duty are considered time worked for Earned Time accrual purposes. While an employee will earn Earned Time days during his or her probationary period, he or she cannot take Earned Time until they have completed ninety (90) calendar days of employment with the City. If an employee leaves City employment before they have worked ninety (90) days, they will not be paid for any accrued Earned Time.

Coverage:

Employees who are employed in a position at least (20) hours per week are eligible to earn Earned Time. Part time employees, those working less than 40 hours, accrue earned time on a pro-rated basis. The accrual rates for full time employees are as follows:

Bargaining unit members employed by the city on June 30, 2009 shall continue to accrue Earned Time on the following schedule:

Years of Service	Days Accrued per Month	Total Annual Days
less than 5 years	2.25	27.0
5 to less than 10 years	2.50	30.0
10 to less than 15 years	3.00	36.0
15 years to less than 20 years	3.25	39.0
20 or more years	3.50	42.0
30 or more years	3.75	45.0

Bargaining unit members hired after June 30, 2009 shall accrue Earned Time on the following schedule:

Years of Service	Days Accrued per Month	Total Annual Days
less than 5 years	2.25	27.0
5 to less than 10 years	2.50	30.0
10 or more years	3.00	36.0

Years of service means continuous length of service with the City in accordance with Article 10, Seniority.

Breaks in Service:

In the event of reemployment after a break in service, as defined in Article 10, not exceeding 2 years, the employee shall accrue earned time as if that break in service had not occurred.

Usage:

All use of earned time shall be arranged in advance by the employee, and approved by his/her supervisor prior to the date of absence, except as provided in this paragraph. Earned Time days/hours may be used after being accrued. Earned Time is ordinarily used at the rate of one day of Earned Time for each day of absence. Employees presenting a request to use earned time less than 18 hours before the earned time use is to begin shall use earned time at the rate of 1 1/4 days of earned time for each day of absence. This special rule will not apply to the first seven (7) occurrences in any calendar year. Earned time shall be used in increments of hours under the FLSA. An occurrence shall be defined as the use of two (2) or more hours of Earned Time without the 18 hour prior notification. Notification may take place in person or via email or voice mail. When an employee calls in sick and subsequently remains ill for additional days, the employee shall only be charged 1 ¼ day of Earned Time for the first day of the illness. Should the illness extend for longer than a three-day period, the employee may be required to present a doctor's certificate or other evidence satisfactory to the city. Said certificate shall state that the employee was unable to work due to illness.

Termination of Employment and/or Voluntary Quit:

In the event of termination of employment, 100% of the terminated employee's earned time balance will be paid to him/her. In the event of termination due to layoff, 100% of the terminated employee's earned time balance will be paid to him/her. The employee may elect to defer payment for up to two years in anticipation of possible recall.

Retirement:

One hundred percent (100%) of any employee's unused Earned Time balance will be paid at retirement. "Retirement" shall be defined by the New Hampshire Retirement System or by Ordinance pertinent to the Board of Public Works Retirement System, as may be appropriate.

Maximum Accruals:

Earned Time accumulation shall not exceed sixty (60) days and total Earned Time days and Sick Leave Pool days combined shall not exceed one hundred forty-four (144) days in the aggregate. Balance in excess of these accruals shall be lost.

Staffing Considerations:

The parties expressly agree that all leave usage shall be affected in a manner consistent with the staffing and operational needs of the City so that services are efficiently provided to the Nashua Community. The parties agree to work cooperatively to achieve this goal. Abuse of the benefits conferred in these articles may be grounds for discipline.

Article 42
Individualized Sick Leave Pools

Generally:

The sick leave pool is intended to provide security by allowing each employee to provide for extended illness, or other disability of the employee, or for the care of a sick family member, consisting of the following: employee's spouse, children, brother, sister, parents, or grandparents. The term spouse shall include domestic partner. When acquiring Pool days, employees convert Earned Time days on a one to one and one half (1 to 1 1/2) Sick Pool days basis. The employee may pick a given number of Earned Time days to exchange for Sick Pool days. This conversion is available annually in the employee's anniversary month. All Sick Pool conversion and usages is governed by this Article.

Sick Pool days are available for use only under the conditions listed below:

1. Use of Sick Pool days must begin on or after the fifth consecutive work day absence caused by illness, injury, or other disability certified in writing to the City by a physician.
2. The employee may continue using Sick Pool days until Sick Pool balance is zero at which point the employee may elect to use any remaining Earned Time.
3. Care of chronically ill relative or friend, or maternity/paternity leave, but only if the need for such leave is documented by a physician to the satisfaction of the City.

4. Doctor's reports may be required by the City at any time. Sick Pool leave may be denied by the City in the event that physician's certifications are not provided by the employee in accordance with this Article.

Maximum Balances:

No employee's Sick Pool balance shall exceed forty (40) days. A balance of up to ninety (90) days may result from initial conversion by employees of the City so employed on the date of execution of this agreement. No additional Earned Time days may be added or converted to the Individualized Sick Pool Leave until balance of that account is below 38.5 days.

Retirement:

Employees retiring from the City service shall be paid at their current straight time or salary rate for their Sick Pool balances, but shall not be paid therefore in the event of termination or resignation.

Article 43

Professional Affiliations/Licensing

The City shall bear the cost of all licenses and/or certifications required by various regulatory agencies [local, state and federal] to maintain the employees qualifications.

Article 44

Safety Committees

Two safety committees, each consisting of an equal number of union and management members, shall be formed to evaluate various safety issues and concerns. One safety committee shall consist of UAW Department of Public Works Employees and other UAW employees who perform significant work outside of City offices. The other safety committee shall consist of UAW employees who primarily perform office work. The committees shall make recommendations for implementation. The City shall provide information to the committee as requested, and shall provide the necessary clerical and/or administrative assistance as needed.

Article 45

Union Business Leave

There shall be a total of twenty (20) days of unpaid Union Business Leave per fiscal year for each UAW unit, which may be used by employees for participating in Union activities. Elected Officials and Unit Chairs may be granted unpaid leaves of absence for Union Business Leave not to exceed a collective total of an additional ten (10) working days per fiscal year for each UAW unit. No employee shall take more than 10 days of Union Business Leave unless mutually agreed by the parties. Requests for leave must be made by the individual to the supervisor, with the Union's approval, reasonably in advance of the use of the Union Business Leave to allow for appropriate coverage of operations. The City shall have the right to deny requests for Union Business Leave in

the event granting such leave would result in an adverse impact on operations, however, such requests shall not be unreasonably denied.

When elected officials and unit chairs use paid time for union business, including contract administration, adjusting grievances, meeting with new employees and consultation with management, they will report the time that they commence and the time that they finish that union business to their supervisor.

Article 46
Working out of Classification

An alternate rate equal to twenty cents (\$0.20) per hour less than the current regular rate paid for the alternate position will be paid to bargaining unit employees that have been assigned to work in a classification higher than the employee's regular classification, provided that the employee has worked a minimum of four (4) hours in any one (1) calendar day for an accumulated period of forty (40) hours within a twenty-four (24) month period. Once the employee meets the minimum requirements, then they shall remain eligible for the alternative rate indefinitely.

Article 47
Duration of Agreement

This Agreement between the Union and the City shall commence as of July 1, 2014~~14~~, and terminate at midnight on June 30, 2014~~17~~. A party desiring to negotiate a successor agreement hereto shall give notice to the other party at least 180 days in advance of the expiration date hereof, otherwise this agreement shall be renewed for a period of one year without change. If such notice is given, the parties shall negotiate a successor agreement in good faith, in advance of the expiration hereof if possible, and if said successor agreement has not been concluded by the expiration hereof, the parties shall abide by the terms and conditions hereof thereafter to the extent required by law.

AGREED to by and between the parties at Nashua, New Hampshire, as evidenced by the signatures of their duly authorized representatives, set forth below, this _____ day of _____, 2014.

FOR THE CITY OF NASHUA

FOR U.A.W. 2232 PROFESSIONAL UNIT

Donnalee Lozeau, Mayor

NASHUA BOARD OF PUBLIC WORKS

Donnalee Lozeau, Chair

NASHUA BOARD OF FIRE COMMISSIONERS

Chair

Approved as to form:

Corporation Counsel

APPENDIX A
AMENDED CERTIFICATION OF UNIT

UNIT MODIFICATION



**State of New Hampshire
PUBLIC EMPLOYEE LABOR RELATIONS BOARD**

**International Union – UAW, Local 2232
(Professional Unit)
and
City of Nashua
Case No. G-0043-5
Decision No. 2014-194**

MODIFICATION ORDER

Pursuant to RSA 273-A and PELRB Decision No. 2014-193 the composition of the bargaining unit represented by the International Union – UAW, Local 2232 for purposes of collective negotiations and settlement of grievances, is as follows:

Unit: Recreation Supervisor, Assistant City Engineer, System Resource Manager 1, Code Official, Recycling Coordinator, Plans Examiner, Laboratory Supervisor, Senior Chemist, Environmental Chemist, Analytical Chemist, Deputy Planning Manager, Development, Planner I, Planner III, Contracts Specialist, Deputy Manager, Urban Programs, Zoning, Network Administrator, Support Specialist, Technical Specialist, Enforcement Prosecutor, Downtown Specialist, Accountant I, Accountant II, Accountant III, Recreation Coordinator, CSO Contract Administrator, Agronomist, Safety/Loss Prevention Analyst, Purchasing Agent II, GIS Technician, Grant Management Specialist, WWT Business Coordinator, Street Dept. Business Coordinator, Park & Recreation Business Coordinator, Business Coordinator Landfill, Community Development Business Coordinator, Supervisor, Data Management/Customer Support, System Specialist II, Systems Specialist/Web Analyst, Systems Administrator/Database Administrator, Network Analyst, Deputy Voter Registration/Customer Service Supervisor, Revenue Coordinator, Appraiser I, Appraiser II, Appraiser III, Executive Assistant/Business Coordinator, Systems Specialist/SQL Administrator, Transit Marketing Coordinator, Transit Fleet and Facilities Supervisor, and Construction Engineer Assistant

The above named public employer shall negotiate with the exclusive representative named herein on terms and conditions of employment for the members of the bargaining unit, as herein described, and shall recognize the right of the exclusive representative to represent employees in the settlement of grievances.

So ordered.

Date: 8-14-2014

Douglas L. Eggersoll, Esq.
Executive Director/Presiding Officer

Distribution: Kevin Boutin, President UAW Local 2232
Barbara Hill, H.R. Director

APPENDIX B

UNION MEMBERSHIP AND DUES FORM

Insert current union membership and dues form.

APPENDIX C

GRIEVANCE FORM

Insert union grievance form (can I get a new blank copy of one; the one we have been using has been copied and scanned so many times it's in bad shape)

APPENDIX D AND D-1

WAGE GRIDS

UAW Professional Salary Grid for FY2013																												Increase 1.00%			
Grade	Step	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Grade Average				
11		34,730	35,447	36,179	36,927	37,690	38,469	39,264	40,076	40,904	41,751	42,612	43,499	44,392	45,310	46,216	47,141	48,082	49,026	50,026	51,026	52,047	53,064	54,125	55,208	56,312	57,438	58,587	59,758	60,954	2.04%
12		35,762	36,640	37,540	38,462	39,407	40,375	41,367	42,382	43,421	44,489	45,581	46,701	47,847	49,023	50,002	51,002	51,022	53,064	54,125	55,208	56,312	57,438	58,587	59,758	60,954	62,181	63,438	64,725	66,042	2.04%
13		41,140	41,991	42,859	43,745	44,649	45,572	46,513	47,475	48,455	49,458	50,480	51,525	52,590	53,677	54,750	55,844	56,960	58,099	59,263	60,447	61,656	62,889	64,147	65,430	66,739	68,077	69,445	70,843	72,271	2.04%
14		45,098	46,029	46,979	47,951	48,943	49,955	50,986	52,040	53,116	54,215	55,335	56,479	57,645	58,833	60,013	61,215	62,429	63,688	64,962	66,262	67,587	68,939	70,318	71,724	73,159	74,623	76,115	77,636	79,187	2.04%
15		49,587	50,612	51,658	52,726	53,816	54,928	56,065	57,223	58,408	59,616	60,949	62,107	63,391	64,702	65,996	67,316	68,663	70,035	71,436	72,865	74,323	75,809	77,326	78,872	80,449	82,055	83,691	85,356	87,050	2.04%
16		54,798	55,930	57,086	58,268	59,471	60,701	61,958	63,239	64,548	65,881	67,245	68,634	70,053	71,503	72,933	74,391	75,879	77,398	78,947	80,525	82,136	83,779	85,455	87,164	88,907	90,685	92,498	94,345	96,227	2.04%
17		60,801	62,059	63,342	64,650	65,987	67,351	68,743	70,163	71,612	73,083	74,504	75,948	77,421	78,927	80,913	82,532	84,183	85,866	87,583	89,335	91,123	92,945	94,804	96,700	98,634	100,605	102,613	104,657	106,737	2.04%
2.07% Grid Average																															

		UAW Professional Salary Grid for FY2014																Increase		0.00%									
Grade	Step	Grade Average																											
		4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28			
11		34,730	35,447	36,179	36,927	37,690	38,469	39,264	40,076	40,904	41,751	42,612	43,493	44,392	45,310	46,216	47,141	48,082	49,045	50,026	51,026	52,047	53,088	54,150	55,233	56,337	2.04%		
12		35,762	36,640	37,540	38,462	39,407	40,375	41,367	42,382	43,421	44,489	45,581	46,701	47,847	49,023	50,002	51,002	52,022	53,064	54,125	55,208	56,312	57,438	58,587	59,758	60,954	2.25%		
			2.45%	2.46%	2.46%	2.46%	2.46%	2.46%	2.45%	2.45%	2.46%	2.45%	2.46%	2.45%	2.46%	2.45%	2.46%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
13		41,140	41,991	42,859	43,745	44,649	45,572	46,513	47,475	48,455	49,458	50,480	51,525	52,590	53,677	54,750	55,844	56,960	58,099	59,263	60,447	61,656	62,889	64,147	65,430	66,739	2.04%		
			2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.06%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
14		45,098	46,029	46,979	47,951	48,943	49,955	50,986	52,040	53,116	54,215	55,335	56,479	57,645	58,839	60,013	61,215	62,429	63,688	64,962	66,262	67,587	68,939	70,318	71,724	73,159	2.04%		
			2.06%	2.06%	2.07%	2.07%	2.07%	2.06%	2.07%	2.07%	2.07%	2.07%	2.06%	2.07%	2.07%	2.07%	2.00%	2.00%	1.98%	2.02%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
15		49,587	50,612	51,658	52,726	53,816	54,928	56,065	57,223	58,408	59,616	60,849	62,107	63,391	64,702	65,996	67,316	68,663	70,035	71,436	72,865	74,323	75,809	77,326	78,872	80,449	2.04%		
			2.07%	2.07%	2.08%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
16		54,798	55,930	57,086	58,268	59,471	60,701	61,958	63,239	64,548	65,881	67,245	68,634	70,053	71,503	72,933	74,391	75,879	77,398	78,947	80,525	82,136	83,779	85,455	87,164	88,907	2.04%		
			2.07%	2.07%	2.07%	2.06%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
17		60,801	62,059	63,342	64,650	65,987	67,351	68,743	70,163	71,612	73,083	74,604	76,148	77,721	79,327	80,913	82,532	84,183	85,866	87,583	89,335	91,123	92,945	94,804	96,700	98,634	2.04%		
			2.07%	2.07%	2.06%	2.07%	2.07%	2.07%	2.07%	2.07%	2.05%	2.08%	2.07%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%		
		2.07% Grid Average																											

[illegible]

UAW Professional Salary Grid for FY2013

Increase 1.00%

Grade	Step	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Grade Average
11		34,730	35,424	36,133	36,856	37,593	38,345	39,111	39,894	40,691	41,505	42,335	43,182	44,046	44,927	45,825	46,742	47,677	48,630	49,603	50,595	51,607	52,639	53,692	54,765	55,861	
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
12		35,762	36,477	37,207	37,951	38,710	39,484	40,274	41,080	41,901	42,739	43,594	44,466	45,355	46,262	47,187	48,131	49,094	50,076	51,077	52,099	53,141	54,204	55,288	56,393	57,521	2.00%
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
13		41,140	41,963	42,802	43,658	44,532	45,422	46,331	47,257	48,202	49,166	50,150	51,153	52,176	53,219	54,284	55,369	56,477	57,606	58,758	59,934	61,132	62,355	63,602	64,874	66,172	2.00%
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
14		45,098	46,000	46,920	47,858	48,815	49,792	50,787	51,803	52,839	53,896	54,974	56,073	57,195	58,339	59,506	60,696	61,910	63,148	64,411	65,699	67,013	68,353	69,720	71,115	72,537	2.00%
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
15		49,587	50,579	51,590	52,622	53,674	54,748	55,843	56,960	58,099	59,261	60,446	61,655	62,888	64,146	65,429	66,737	68,072	69,434	70,822	72,239	73,684	75,157	76,660	78,194	79,757	2.00%
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
16		54,798	55,894	57,012	58,152	59,315	60,502	61,712	62,946	64,205	65,489	66,799	68,135	69,497	70,887	72,305	73,751	75,226	76,731	78,265	79,830	81,427	83,056	84,717	86,411	88,139	2.00%
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
17		60,801	62,017	63,257	64,522	65,813	67,129	68,472	69,841	71,238	72,663	74,116	75,598	77,110	78,653	80,226	81,830	83,467	85,136	86,839	88,576	90,347	92,154	93,997	95,877	97,795	2.00%
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
																											2.00% Grid Average

UAW Professional Salary Grid for FY2014

Increase 0.00%

Grade	Step	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Grade Average
11		34,730	35,424	36,133	36,856	37,593	38,345	39,111	39,894	40,691	41,505	42,335	43,182	44,046	44,927	45,825	46,742	47,677	48,630	49,603	50,595	51,607	52,639	53,692	54,765	55,861	
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
12		35,762	36,477	37,207	37,951	38,710	39,484	40,274	41,080	41,901	42,739	43,594	44,466	45,355	46,262	47,187	48,131	49,094	50,076	51,077	52,099	53,141	54,204	55,288	56,393	57,521	2.00%
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
13		41,140	41,963	42,802	43,658	44,532	45,422	46,331	47,257	48,202	49,166	50,150	51,153	52,176	53,219	54,284	55,369	56,477	57,606	58,758	59,934	61,132	62,355	63,602	64,874	66,172	2.00%
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
14		45,098	46,000	46,920	47,858	48,815	49,792	50,787	51,803	52,839	53,896	54,974	56,073	57,195	58,339	59,506	60,696	61,910	63,148	64,411	65,699	67,013	68,353	69,720	71,115	72,537	2.00%
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
15		49,587	50,579	51,590	52,622	53,674	54,748	55,843	56,960	58,099	59,261	60,446	61,655	62,888	64,146	65,429	66,737	68,072	69,434	70,822	72,239	73,684	75,157	76,660	78,194	79,757	2.00%
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
16		54,798	55,894	57,012	58,152	59,315	60,502	61,712	62,946	64,205	65,489	66,799	68,135	69,497	70,887	72,305	73,751	75,226	76,731	78,265	79,830	81,427	83,056	84,717	86,411	88,139	2.00%
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
17		60,801	62,017	63,257	64,522	65,813	67,129	68,472	69,841	71,238	72,663	74,116	75,598	77,110	78,653	80,226	81,830	83,467	85,136	86,839	88,576	90,347	92,154	93,997	95,877	97,795	2.00%
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
																											2.00% Grid Average

Increase 0.75%

2.00% Grid Average

Increase 0.00%

2.00% Grid Average

UAW Professional Salary Grid for FY2017

Increase 0.00%

Grade	Step	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Grade Average
11		37,111	37,815	38,632	39,105	41,193	40,997	41,817	42,653	43,506	44,316	45,164	46,169	47,091	48,034	48,995	49,975	50,974	51,994	53,034	54,094	55,116	56,280	57,405	58,553	59,724	2.00%
28		38,135	38,900	39,780	40,576	41,388	42,215	43,060	43,921	44,799	45,695	46,609	47,541	48,492	49,461	50,450	51,460	52,490	53,539	54,610	55,702	56,816	57,953	59,112	60,294	61,500	2.00%
15		43,986	44,866	45,763	46,687	47,812	48,564	49,335	50,516	51,536	52,167	53,019	54,091	55,785	56,900	58,028	59,199	60,383	61,591	62,835	64,116	65,361	66,668	68,001	69,361	70,748	2.00%
34		48,218	49,111	50,161	51,211	52,192	53,216	54,300	55,316	56,454	57,624	58,716	59,952	61,351	62,374	63,621	64,894	66,192	67,516	68,866	70,243	71,648	73,081	74,543	76,034	77,554	2.00%
35		53,017	54,077	55,159	56,162	57,387	58,535	59,705	60,900	62,118	63,160	64,627	65,920	67,238	68,583	70,054	71,354	72,781	74,236	75,721	77,235	78,780	80,316	81,961	83,682	85,274	2.00%
36		58,181	59,760	60,951	62,174	63,438	64,686	65,980	67,300	68,646	70,038	71,419	72,847	74,304	75,790	77,301	78,852	80,419	82,038	83,679	85,352	87,059	88,800	90,576	92,388	94,135	2.00%
37		65,006	66,107	67,831	69,165	70,365	71,772	73,208	74,672	76,165	77,689	79,242	80,827	82,444	84,093	85,715	87,490	89,240	91,025	92,845	94,702	96,596	98,528	100,499	102,509	104,553	2.00%
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00% Grid Average

UAW Professional Salary Grid for FY2012

Increase 0.75%

Grade	Step	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Grade Average
11		37,411	38,151	38,922	39,700	40,494	41,304	42,130	42,973	43,832	44,709	45,603	46,515	47,445	48,395	49,162	50,310	51,357	52,184	53,431	54,500	55,590	56,702	57,841	58,993	60,172	2.00%
12		38,511	39,293	40,079	40,880	41,678	42,532	43,383	44,250	45,135	46,038	46,959	47,898	48,816	49,761	50,130	51,846	52,713	53,941	55,110	56,120	57,242	58,387	59,555	60,746	61,961	2.00%
13		44,211	45,202	46,193	47,028	47,919	48,938	49,897	50,905	51,923	52,961	54,021	55,101	56,203	57,327	58,474	59,641	60,831	62,051	63,298	64,581	65,851	67,168	68,511	69,881	71,279	2.00%
14		49,530	50,541	51,552	52,563	53,574	54,585	55,596	56,607	57,618	58,629	59,640	60,651	61,662	62,673	63,684	64,695	65,706	66,717	67,728	68,739	69,750	70,761	71,772	72,783	73,794	2.00%
15		53,414	54,425	55,436	56,447	57,458	58,469	59,480	60,491	61,502	62,513	63,524	64,535	65,546	66,557	67,568	68,579	69,590	70,601	71,612	72,623	73,634	74,645	75,656	76,667	77,678	2.00%
16		59,028	60,208	61,412	62,641	63,894	65,171	66,475	67,804	69,160	70,544	71,954	73,391	74,863	76,359	77,885	79,444	81,052	82,653	84,306	85,992	87,712	89,465	91,216	93,081	94,942	2.00%
17		65,494	66,804	68,140	69,503	70,893	72,311	73,757	75,232	76,737	78,271	79,837	81,434	83,062	84,729	86,426	88,116	89,809	91,707	93,541	95,412	97,311	99,267	101,252	103,277	105,341	2.00%
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00% Grid Average

UAW Professional Salary Grid for FY2016

Increase 0.00%

Grade	Step	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Grade Average
11		36,450	37,204	37,972	38,758	39,558	40,377	41,210	42,064	42,932	43,819	44,725	45,650	46,563	47,495	48,443	49,413	50,402	51,409	52,437	53,484	54,556	55,647	56,760	57,895	59,053	2.03%
		2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.06%	2.07%	2.06%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
12		37,822	38,750	39,703	40,678	41,677	42,700	43,747	44,823	45,923	47,051	48,206	49,390	50,577	51,785	52,413	53,462	54,531	55,622	56,734	57,869	59,026	60,207	61,411	62,639	63,892	2.21%
		2.46%	2.46%	2.46%	2.46%	2.45%	2.45%	2.46%	2.45%	2.46%	2.45%	2.46%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
13		43,180	44,073	44,984	45,914	46,862	47,831	48,819	49,829	50,859	51,911	52,984	54,079	55,161	56,263	57,387	58,535	59,707	60,900	62,119	63,361	64,628	65,921	67,239	68,584	69,956	2.03%
		2.07%	2.07%	2.07%	2.07%	2.07%	2.06%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
14		47,332	48,311	49,310	50,329	51,368	52,430	53,515	54,622	55,750	56,902	58,078	59,280	60,463	61,674	62,898	64,166	65,450	66,759	68,094	69,456	70,845	72,262	73,707	75,182	76,685	2.03%
		2.07%	2.07%	2.07%	2.06%	2.07%	2.07%	2.07%	2.06%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	1.98%	2.02%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
15		52,045	53,122	54,219	55,340	56,486	57,653	58,846	60,063	61,305	62,573	63,867	65,187	66,491	67,821	69,178	70,560	71,972	73,412	74,880	76,377	77,905	79,464	81,053	82,674	84,327	2.03%
		2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
16		57,514	58,705	59,917	61,156	62,423	63,713	65,032	66,375	67,750	69,149	70,578	72,039	73,480	74,949	76,448	77,979	79,539	81,129	82,752	84,407	86,096	87,817	89,574	91,365	93,193	2.03%
		2.07%	2.06%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
17		63,817	65,135	66,481	67,856	69,258	70,689	72,150	73,631	75,164	76,719	78,304	79,922	81,520	83,151	84,814	86,510	88,240	90,005	91,806	93,642	95,515	97,425	99,373	101,361	103,388	2.03%
		2.06%	2.07%	2.07%	2.07%	2.07%	2.07%	2.05%	2.08%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
																											2.06% Grid Average

UAW Professional Salary Grid for FY2017

Increase 0.00%

Grade	Step	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Grade Average
11		37,204	37,972	38,758	39,558	40,377	41,210	42,064	42,932	43,819	44,725	45,650	46,563	47,495	48,443	49,413	50,402	51,409	52,437	53,484	54,556	55,647	56,760	57,895	59,053	60,234	2.03%
		2.07%	2.07%	2.07%	2.07%	2.06%	2.07%	2.06%	2.07%	2.06%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
12		38,750	39,703	40,678	41,677	42,700	43,747	44,823	45,923	47,051	48,206	49,390	50,577	51,785	52,413	53,462	54,531	55,622	56,734	57,869	59,026	60,207	61,411	62,639	63,892	65,170	2.22%
		2.46%	2.46%	2.46%	2.45%	2.45%	2.46%	2.45%	2.46%	2.45%	2.46%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
13		44,073	44,984	45,914	46,862	47,831	48,819	49,829	50,859	51,911	52,984	54,079	55,161	56,263	57,387	58,535	59,707	60,900	62,119	63,361	64,628	65,921	67,239	68,584	69,956	71,355	2.03%
		2.07%	2.07%	2.07%	2.07%	2.06%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
14		48,311	49,310	50,329	51,368	52,430	53,515	54,622	55,750	56,902	58,078	59,280	60,463	61,674	62,898	64,166	65,450	66,759	68,094	69,456	70,845	72,262	73,707	75,182	76,685	78,219	2.03%
		2.07%	2.07%	2.07%	2.06%	2.07%	2.07%	2.06%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	1.98%	2.02%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
15		53,122	54,219	55,340	56,486	57,653	58,846	60,063	61,305	62,573	63,867	65,187	66,491	67,821	69,178	70,560	71,972	73,412	74,880	76,377	77,905	79,464	81,053	82,674	84,327	86,014	2.03%
		2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
16		58,705	59,917	61,156	62,423	63,713	65,032	66,375	67,750	69,149	70,578	72,039	73,480	74,949	76,448	77,979	79,539	81,129	82,752	84,407	86,096	87,817	89,574	91,365	93,193	95,056	2.03%
		2.06%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
17		65,135	66,481	67,856	69,258	70,689	72,150	73,631	75,164	76,719	78,304	79,922	81,520	83,151	84,814	86,510	88,240	90,005	91,806	93,642	95,515	97,425	99,373	101,361	103,388	105,456	2.03%
		2.07%	2.07%	2.07%	2.07%	2.07%	2.05%	2.08%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
																											2.06% Grid Average

UAW Professional Salary Grid for FY2017

Increase 0.75%

Grade	Step	September 1, 2016																														31 Grade Average
		7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30							
11		37,483	38,257	39,048	39,855	40,680	41,520	42,375	43,254	44,148	45,061	45,992	46,940	47,905	48,886	49,883	50,896	51,924	52,967	53,887	54,965	56,064	57,186	58,330	59,499	60,684	61,890	63,117	64,365	2.03%		
		2.07%	2.07%	2.07%	2.07%	2.06%	2.07%	2.06%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%			
12		39,041	40,001	40,983	41,989	43,020	44,075	45,159	46,268	47,404	48,567	49,761	50,755	51,770	52,806	53,863	54,940	56,039	57,160	58,303	59,469	60,658	61,871	63,109	64,371	65,658	66,970	68,291	69,629	2.22%		
		2.46%	2.46%	2.46%	2.45%	2.45%	2.46%	2.45%	2.46%	2.45%	2.46%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%			
13		44,403	45,321	46,258	47,214	48,190	49,185	50,203	51,240	52,301	53,382	54,485	55,574	56,685	57,818	58,974	60,155	61,357	62,584	63,836	65,113	66,415	67,743	69,098	70,480	71,890	73,321	74,771	76,240	2.03%		
		2.07%	2.07%	2.07%	2.07%	2.06%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%			
14		48,673	49,680	50,707	51,754	52,823	53,916	55,032	56,168	57,329	58,513	59,724	60,917	62,136	63,369	64,647	65,940	67,260	68,605	69,977	71,377	72,804	74,260	75,745	77,260	78,806	80,381	81,985	83,618	2.03%		
		2.07%	2.07%	2.06%	2.07%	2.07%	2.07%	2.06%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	1.98%	2.02%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%			
15		53,520	54,626	55,755	56,909	58,085	59,288	60,514	61,765	63,042	64,346	65,676	66,989	68,329	69,697	71,090	72,512	73,962	75,442	76,950	78,490	80,060	81,661	83,294	84,960	86,659	88,381	90,129	91,904	2.03%		
		2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%			
16		59,145	60,366	61,615	62,891	64,191	65,519	66,873	68,258	69,667	71,107	72,579	74,031	75,511	77,022	78,564	80,135	81,738	83,373	85,040	86,741	88,476	90,246	92,051	93,892	95,769	97,681	99,629	101,613	2.03%		
		2.06%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%			
17		65,623	66,980	68,365	69,778	71,220	72,691	74,184	75,727	77,294	78,891	80,521	82,132	83,774	85,450	87,159	88,902	90,680	92,495	94,344	96,231	98,156	100,119	102,121	104,163	106,247	108,365	110,518	112,706	2.03%		
		2.07%	2.07%	2.07%	2.07%	2.07%	2.05%	2.08%	2.07%	2.07%	2.07%	2.07%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%			
		2.06% Grid Average																														

Updated 8/22/2014

**APPENDIX E
UAW Professional Unit
Grade Assignments**

<u>Position</u>	<u>Grade</u>
Analytical Chemist	11
Appraiser I	11
Assessing Admin Specialist III/CSR	11
Executive Assistant/Business Coordinator	11
Planner I	11
Program Coordinator	11
Appraiser II	12
Citizens Services Coordinator	12
DPW Billing Accountant	12
DPW Contract Administrator	12
Grant Management Specialist	12
Purchasing Agent II	12
Recycling Coordinator	12
Revenue Coordinator	12
Transit Fleet & Facilities Supervisor	12
Project Administrator, LP&HH	12
Technical Specialist I	12
Construction Inspector Engineering Assistant	13
Appraiser III	13
Planner II	13
Process Chemist	13
Program Coordinator, LP&HH	13
Project Administrator	13
Safety/Loss Prevention Analyst	13
Transit Financial Coordinator	13
Trust Accountant	13
GIS Technician II	14
Industrial Pretreatment Coordinator	14
Plans Examiner	14
Supervisor, Laboratory	14
Technical Specialist II/Network Support	14
Deputy Planning Manager	15
IT Infrastructure Analyst	15
Senior Accountant	15
Senior Financial Analyst	15
IT Applications Analyst	16
Systems Admin/Database Administrator	16
Plant Operations Supervisor	17

The positions listed below became inactive:

Internet/Intranet Applications Developer	16
Executive Administrator	12
Accountant	12

Any new title classified within grades 11 - 17 will not require a reopening of the contract or further negotiation.

~~APPENDIX F~~

~~JULY 25, 2005 ULP SETTLEMENT AGREEMENT~~

[Language has been inserted into CBA, Article 12.]